



**Montana Department of
ENVIRONMENTAL QUALITY**

COPY

MAILED
10-12-11 JH

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

October 7, 2011

Mr. Duane Otto
Do-All Construction
440 Bach Street
Lewistown, MT 59457-3203

**RE: FINAL APPROVAL—STORM WATER CONTROL IMPROVMENTS
Mister M Class II Landfill (Lic. #302)**

Dear Mr. Otto:

The Department of Environmental Quality (Department or MDEQ) received your *Request for Final Payment* form that was submitted by Do-All Construction (DAC) on October 4, 2011, for work performed under MDEQ Contact No. 512032 (the Contract) to complete all aspects of the *Storm-water Improvements Project* at the subject landfill in Lewistown, Fergus County. As also required under the contract, DAC (i) previously submitted the *Change Order* form on August 31, 2011, after inspection by Great West Engineering (GWE), (ii) essentially completed the work by September 1, 2011, and (iii) submitted the *Substantial Completion* form on September 14, 2011.

Consequently, MDEQ approves DAC's completion of the *Storm-water Improvements Project* performed under the Contract. **The Department has directed U.S. Bank to pay DAC and GWE from the landfill FA trust fund (see attached).**

The Department approved the *Change Order* on August 31, 2011, and inspected improvements of the ponds and drainage at the facility on September 8, 2011. Great West Engineering (Stephanie Reinig, P.E.) certified the completion of all work according to the approved plans and specifications on September 13, 2011. In completing this project, DAC performed modifications that control the outflow of storm water from the upper detention ponds to the downstream coulee according to the *Project Manual* submitted by GWE on May 24, 2011, and approved by the MDEQ on June 6, 2011.

We thank you and Great West for your excellent work to rapidly complete this project on a tight schedule. If you have any questions or comments, please contact me for assistance at the Permitting and Compliance Division: Voice 406.444.4725 or email tstepp@mt.gov.

Sincerely,

Tim Stepp
Solid Waste Program
Waste & Underground Tank Management Bureau

Encl: **Copy of letter to U.S. Bank directing payments, Change Order & Substantial Completion forms**
Cc: Stephanie Reinig, Great West Engineering, P.O. Box 4817, Helena, MT 59604
Marvin & Sandy Mintyala, 1265 Elm St. #34, Clarkston, WA 99403-2374
Vickie Woodrow, Contracts, MDEQ Fiscal

File: **Lic #302 Fergus County/ Mister M Class II/Closure**
Path: G:\WUT\SWS\engineering\FERGUS\Mr M\MrM-SWproj-MDEQcontract-512032-FinalApprov-100711.docx

FA
pay-out
file

Stepp, Tim

Tim Stepp 10/21/11

From: Stepp, Tim
Sent: Monday, November 21, 2011 10:31 AM
To: McKeon, Jim
Cc: Dorris, Kristen; Woodrow, Vicki
Subject: FW: tax for publicly-funded contracts
Attachments: DOR-Form-CGR-2-DoAll-MrM-DEQcontract#512032.pdf; DOR-Form-CGR-1-DoAll-MrM-DEQcontract#512032.pdf

Hello Jim,

DOR should have received the CGR-1 and -2 forms (attached) along with 1% withholding check from US Bank Trustee under the DEQ contract.

We are awaiting notification by DOR of the receipt of all 3 items requested.

Thanks again.

Tim

From: Stepp, Tim
Sent: Thursday, October 13, 2011 4:08 PM
To: McKeon, Jim
Cc: Rude, Dean; Thompson, Ricknold; Mullen, Norman
Subject: FW: tax for publicly-funded contracts

Hi Jim,

As we talked about today on the phone, DEQ is ordering the trustee to pay a private landfill contractor from private funds established by the landfill owner according to regulatory standards. How should that money be routed to DOR? Do we order the trustee to pay DOR or do we somehow order the contractor to pay DOR?

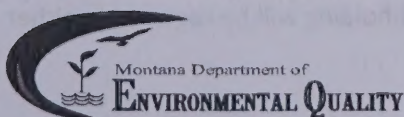
We are confused about who has the duty to pay. We are also unclear how DEQ Fiscal would be involved because the contractor is not paid from state funds (trust indicated on the contract cover page). The state contract allows DEQ to control the selection process and contractor performance, but the trustee is controlled under another regulatory mechanism as explained above.

Thanks for your assistance.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Mullen, Norman
Sent: Tuesday, October 11, 2011 5:46 PM
To: Thompson, Ricknold
Cc: Stepp, Tim; North, John
Subject: RE: tax for publicly-funded contracts- could you please call me? Thank you.

Hello,

I spoke with John North about this, and he urges that we should respect the opinion of DoR and leave the 1% tax in the invoice and pay the invoice and withhold the tax accordingly.

Sincerely,

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

From: Mullen, Norman
Sent: Tuesday, October 11, 2011 4:48 PM
To: North, John
Cc: Thompson, Ricknold; Stepp, Tim
Subject: FW: tax for publicly-funded contracts- could you please call me? Thank you.

From DoR chief counsel-- Contractor's line item in Mr. M invoice for state 1% fee.

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

From: Daw, C A
Sent: Tuesday, October 11, 2011 12:51 PM
To: Mullen, Norman
Cc: Baerlocher, Lee
Subject: RE: tax for publicly-funded contracts- could you please call me? Thank you.

My administrators view the DEQ contracting and direction to be sufficient to bring the contract under Title 15, Chapter 50. The contractor can either take a credit against income taxes or credit against the tax for personal property taxes paid under 15-50-207. However, withholding will be required in either event.

From: Mullen, Norman

Sent: Tuesday, October 04, 2011 5:52 PM

To: Daw, C A

Subject: tax for publicly-funded contracts- could you please call me? Thank you.

Norman J. Mullen

Staff Attorney

Montana Department of Environmental Quality

PO Box 200901

Helena MT 59620-0901

406-444-4961 voice

406-444-4386 fax

nmullen@mt.gov email

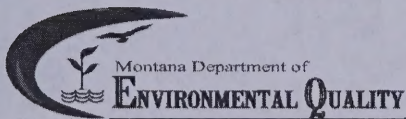
Stepp, Tim

From: Stepp, Tim
Sent: Thursday, November 17, 2011 1:08 PM
To: 'carol.millican@usbank.com'
Cc: Dorris, Kristen; Woodrow, Vicki
Subject: RE: Mr. M Disposal 1% tax check

Thanks Carol.

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: carol.millican@usbank.com [<mailto:carol.millican@usbank.com>]
Sent: Thursday, November 17, 2011 12:45 PM
To: Stepp, Tim; judy.staudermann@usbank.com
Subject: Mr. M Disposal 1% tax check

Tim and Judy,

We received the check for \$398.40 from Do-All Construction and I have deposited into Mr. M's account today.

Carol

Carol J. Millican

Trust Officer | Account Manager

U.S. Bank Institutional Trust & Custody

225 Water St | Suite 700 | Jacksonville | FL | 32202

☎ Direct: 904.358.5381 ☎ Fax: 904.358.5353

✉ carol.millican@usbank.com

All of **us** serving you

U.S. BANCORP made the following annotations

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Correspondence Slip

Date Requested: 11/1/11

Originator: T. Stopp

Date Needed By: _____

REVIEW
ROUTING

Name

Task

Initial/Date

Admin Tart

Proof

JB 11-2-11

Mary H.

Chick 11-4

Bruce M.

RD 11-4-11

Rick T.

RT 11-4-11

Ed J.

Signature

SA 11/4/11

Mail original via:

☒ Regular ☐ Certified ☐ Registered ☐ FedEx

Fax to addressee at _____

Proof Path: G:\WUT\ foster

Special Instructions:

Please copy & file per foster.

Copy TS.

Thx.

Mail copy of enclosures to CC's? Y N

Copies of enclosures for file needed? Y N

Copy of letter for file needed? Y N

Email copies sent? Y N

EMAIL copy sent to Project Originator? Y N

T. 21/11

Just
H. H.
B. H.
L. H.
H. H.
H. H.

H. H. H. H.

signature

please copy & file for future.

Mr.

22. 11. 1952



Montana Department of
ENVIRONMENTAL QUALITY

MAILED
11-8-11 *zh*

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

November 7, 2011

Ms. Judy Staudermann

U.S. BANK - INSTITUTIONAL TRUST & CUSTODY

Mail Code EX-FL-WWSJ

225 Water Street, Suite 700

Jacksonville, FL 32202

RE: MR. M DISPOSAL INC. TRUST ACCOUNT NO. 2695000078

Dear Ms. Staudermann:

Pursuant to §§ 5 and 15 of the trust agreement for the above noted account, you are authorized to make payments for one-percent (1%) of all contractor's gross receipts (CGR) under MDEQ construction contracts executed at the Mr. M Class II Landfill (License #302) in Lewistown, Fergus County, Montana. This MDEQ directive is authorized according to the most recent certified signature list provided to U.S. Bank by the Department.

Attached are two documents that must accompany the withholding and transfer of CGR funds to the Montana Department of Revenue (MDOR):

- Signed MDEQ cover letter explaining the fund transfer to MDOR
- Completed MDOR form CGR-2

Please **enclose these two documents with a \$398.40 check** made out to "Montana Department of Revenue" and mail them to the address below:

Montana Department of Revenue

P.O. Box 5835

Helena, MT 59604-5835

Also please notify MDEQ by mailing a copy of the MDOR packet to:

Mr. Rick Thompson

Permitting and Compliance Division

WUTMB-SWP

Department of Environmental Quality

PO Box 200901

Helena, MT 59620-0901

Ms. Staudermann

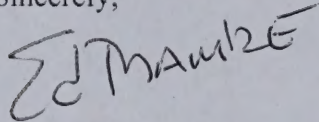
11/7/2011

Page 2 of 2

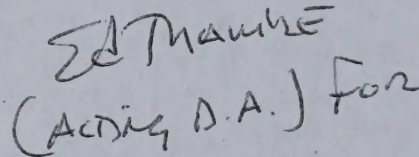
If you have any questions or need additional information, please contact Tim Stepp at the Permitting and Compliance Division (PCD), Waste and Underground Tank Management Bureau (WUTMB), Solid Waste Program, (406) 444-4725 or e-mail tstepp@mt.gov.

Thank you.

Sincerely,



Ed Thamke
Bureau Chief, WUTMB



(Acting D.A.) For

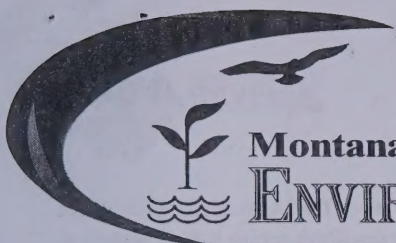
Judy Hanson
Division Administrator, PCD

Encl: MDEQ letter to MDOR
MDOR form CGR-2

Cc: Tim Stepp, DEQ Solid Waste Program

File: Lic. #302/Fergus Co/Mr. M Class II Landfill/FA-Payouts

Path: G:\WUT\SWS\FA\FERGUS\MisterM\TrustFundPayout-DEQContract512032-1%CGRwithholding-110211.docx



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

November 7, 2011

Montana Department of Revenue
PO Box 5835
Helena, MT 59604-5835

RE: 1% GROSS RECEIPTS WITHHOLDING PAYMENT

Dear Madame or Sir:

Pursuant to §§ 5 and 15 of the trust agreement between the Montana Department of Environmental Quality (Department or MDEQ) and the U.S. Bank - Institutional Trust & Custody (U.S. Bank), the U.S. Bank is authorized to make payments for one-percent (1%) of all contractor's gross receipts (CGR) under MDEQ construction contracts executed at the Mr. M Class II Landfill (License #302) in Lewistown, Fergus County, Montana. This MDEQ directive is authorized according to the most recent certified signature list provided to U.S. Bank by the Department.

Attached are the completed Montana Department of Revenue CGR-2 form and the 1% withholding payment from U.S. Bank for the following contractor:

Mr. Duane Otto
Do-All Construction
440 Bach Street
Lewistown, MT 59457-3203
FEIN #81-0520746

Please notify MDEQ of your receipt of the payment by emailing Rick Thompson (rithompson@mt.gov) and Vicki Woodrow (vwoodrow@mt.gov).

If you have any questions or need additional information, please contact Tim Stepp at the Permitting and Compliance Division (PCD), Waste and Underground Tank Management Bureau (WUTMB), Solid Waste Program, (406) 444-4725 or e-mail tstepp@mt.gov.

Thank you.

Sincerely,

Ed Thamke
Bureau Chief, WUTMB

Judy Hanson
Division Administrator, PCD

Encl: MDOR form CGR-2
Check for \$398.40

Cc: Tim Stepp, DEQ Solid Waste Program; Vicki Woodrow, Contracts Officer, MDEQ Office of Financial Services; Kristen Dorris MDEQ-WUTMB

File: **Lic. #302/Fergus Co/Mr. M Class II Landfill/FA-Payouts**
Path: G:\WUT\SWS\FA\FERGUS\MisterM\TrustFundPayout-MemoDEQToDOR-110711.docx



1% Contractor's Gross Receipts Gross Receipts Withholding Return

MONTANA
CGR-2
Rev 01-10

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Government Entity ☒ Prime Contractor ☐		
	Federal Identification Number (FEIN) 81-0302402		
	Name Montana Department of Environmental Quality		
	Address 1520 East Sixth Avenue		
	City Helena	State MT	Zip Code 59620
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Prime Contractor ☒ Subcontractor ☐		
	Federal Identification Number (FEIN) 81-0520746		
	Name Do All Construction dba Do-All Dirt Movers		
	Address 440 Bach Street		
	City Lewistown	State MT	Zip Code 59457
3.	Enter the Government Issued Purchase Order Number here.	3.	512032
4.	Enter the contract award date here.	4.	08 / 19 /20 11
5.	Enter the month and year this payment was earned.	5.	08 /20 11
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here.	6.	\$ 39,840.00
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts.	7.	\$ 398.40
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor.	8.	\$ 39,441.60
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor. 9. 10 / 04 /20 11 9(a) ☒ I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) ☐ I am allocating the amount reported on line 7 for credit to my subcontractor's account.		
10.	Enter a description of the work performed under this contract. Contractor provided all labor, equipment and incidentals necessary to perform stormwater control improvements at Mr. M. Landfill		
11.	Enter the location in Montana where this work is performed. Be specific with your description. The landfill is located at 7 Boyd Creek Road in Lewistown, Montana.		

Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. Government Entity ☒ Prime Contractor ☐ Subcontractor ☐		
Preparer's Signature <i>[Signature]</i>		Date 10/14/2011
Preparer's Title Contracts Officer		
Telephone Number 406-444-3101	Fax Number 406-444-1804	

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835

Stepp, Tim

Tim Stepp 10/25/11

From: Stepp, Tim
Sent: Tuesday, October 25, 2011 3:59 PM
To: Woodrow, Vicki
Cc: Dorris, Kristen; Thompson, Ricknold; Mullen, Norman
Subject: RE: 1% withholding tax responsibilities

THANKS Vicki... not surprised! Your help is much appreciated in defining this hybrid contract process. As you know, folks are now moving ahead on policy that involves a few adjustments to Program FA procedures.

Our goal is to simplify of our internal processing of the required fee with the trustee paying the 1% directly to DEQ.

We shall be requesting the contractor to write DEQ a check for the \$398.40 owed from the gross contract receipts.

From: Woodrow, Vicki
Sent: Tuesday, October 25, 2011 9:41 AM
To: Dorris, Kristen
Cc: Stepp, Tim
Subject: RE: 1% withholding tax responsibilities

Hi Kristen,

I've answered your questions in the body of your email!

Also, Tim, I heard back from Jim McKeon (DOR) and he advised that all are in agreement that the 1% withholding does apply.

Vicki Woodrow
Contracts Officer/Manager

From: Dorris, Kristen
Sent: Tuesday, October 25, 2011 8:11 AM
To: Woodrow, Vicki
Cc: Stepp, Tim
Subject: RE: 1% withholding tax responsibilities

Vicki a few questions for you –

1. When you submitted the CGR-2 form did you also submit the \$398.40 1% withholding? I have not submitted the CGR-2 form, only the CGR-1 form. I have a completed CGR-2 ready when it's decided how we're going to proceed.
2. How can the 1% withholding not be a tax? It appears to be a type of income tax. The concept of the withholding was to ensure that contractors, especially out-of-state contractors, paid their taxes. There's a whole process contractors have to go through to at "tax time" to request reimbursement of the money that's been put into their account. The process at DOR is: with submittal of the CGR-1 form DOR establishes an account for the contractor. With each payment (one time only or over the long haul) this account grows. At the end of the tax year the Contractor requests the money from

their account or, I believe, can use it to pay certain types of taxes. DOR refers to this 1% as a fee, not a tax and statute requires DOR to refund that money to the Contractor upon request. I heard of one contractor that hadn't requested his money and the account has about \$200,000 in it.

3. You said by state law that DEQ must pay DOR (not the contractor) – what is the MCA and/or ARM for that? I'm not questioning you, only trying to educate myself. I've been looking at 42.31.2123 through 42.31.2130, ARM and it doesn't state this. I believe the main section of MCA that covers this is Title 15 Taxation, Chapter 50 Public Contractor's Fees and Tax, Part 2 Tax on Contractors.

This was, as I said before, a means of forcing contractors to file Montana taxes. On a multi-million dollar contract the withholding would be substantial.

Thanks, Kristen

From: Woodrow, Vicki

Sent: Monday, October 24, 2011 1:00 PM

To: Dorris, Kristen

Cc: Simpson, Karen (DEQ); Thamke, Ed; Thompson, Ricknold; Hamer, David; Stepp, Tim; Mullen, Norman

Subject: RE: 1% withholding tax responsibilities

DEQ should be submitting both documents to DOR. State law requires that the contracting entity withhold the 1% and transfer it to DOR. This is usually accomplished through our MT Pi database as follows:

1. In MT Pi, when entering contract budgets, separate budgets are set up in addition to the overall budget to cover specific types of "payments" such as the 1% withholding or retainage.
2. When a payment is made under these types of contracts, for each payment, there would be a separate line of coding for each type of payment (example: what the contract is paid, the retainage amount, and the 1% withholding). When that payment form and back-up documentation are sent to FS for processing, the CGR-2 (the payment form) is included.
3. All payments authorized by FS staff are transmittal to DOA (MT Pi communicating with SABHRS) for the warrant writers to cut checks, EFTs or such to the contractors. Once FS have finished processing the payment, the CGR-2 form is sent by FS staff to DOR.
4. If there is a 1% withholding, and it's been coded correctly in MT Pi, the above process will automatically trigger SABHRS to create an inter-unit journal paying DOR.

In this case, I've sent the CGR-1 form to DOR for processing. The only question is how to get the 1% to DOR. I believe this needs to come from DEQ. That means, since we've already paid DO All 100% of their payment they need to send 1% back to DEQ for us to send it, with the form, to DOR.

I understand there's been some questions about whether the trust can pay taxes and such. This is a DOR required withholding from each payment that DOR holds in an account for the contractor. So, technically, it's not a tax. Don't know if that's helpful or not!

Vicki Woodrow

Contracts Officer/Manager

From: Dorris, Kristen
Sent: Friday, October 21, 2011 10:37 AM
To: Woodrow, Vicki
Subject: 1% withholding tax responsibilities

Hi Vicki,

I know I setup a meeting for next week, but this is all new to me so I'm doing research and I have a question for you. I was reading your 10/14/11 email to Dean again (Tim gave me a copy) and you state that Mr. McKeon said it's the responsibility of the state agency to ensure the documents and money associated with the 1% withholding tax are completed and filed with DOR. However, reading the rules I'm wondering if that is always the case.

Definition of "department" = DOR.

42.31.2132 GROSS RECEIPTS PAYMENT BY CONTRACTOR

(1) If 1% of the gross receipts is not withheld by the contracting governmental agency or awarding contractor, the contractor must make payment of such amounts to the department within 30 days after the date on which the contractor receives each increment of payment for work performed by the contractor.

Payment by the contractor must be accompanied by a completed gross receipts withholding report (form PC-2).

(2) In the case where the state of Montana, counties, cities, or any agencies and awarding contractors thereof, fail to withhold the gross receipts fees, the contractor must pay 1% of the gross receipts received by the contractor.

(3) In all cases where the federal government or any agency is the sole governmental agency awarding the contract, payment must be made by the contractor to the department in an amount equal to 1% of the gross receipts received by the contractor as payment for work performed by the contractor. The payment of such amount to the department is the duty of the contractor without any specific request or notice, relative to a particular payment, that such payment must be made to the department.

History: Sec. 15-50-301, MCA; IMP, Sec. 15-50-101, 15-50-205, and 15-50-206, MCA; Eff. 12/31/72; AMD, 1995 MAR p. 2854, Eff. 12/22/95; AMD, 2000 MAR p. 3569, Eff. 12/22/00.

I did not see any language in the Do All Construction contract regarding the withholding tax and responsible party, so if the responsibility can be placed on the contractor, could we put a clause in future construction contracts stating the responsibilities of DEQ and the contractor for filing these forms and paying the 1% tax to DOR:

DEQ would complete and file the contract award report (CGR-1) – 42.31.2121

Contractor would complete and file the gross receipts withholding report (CGR-2) - 42.31.2132; and pay the 1% tax to DOR.

Thanks, Kristen

Kristen Dorris

4

Stepp, Tim

Tim Stepp 10/24/11

From: Dorris, Kristen
Sent: Monday, October 24, 2011 7:28 AM
To: Mullen, Norman
Cc: Hanson, Judy; Simpson, Karen (DEQ); Thamke, Ed; Thompson, Ricknold; Hamer, David; Woodrow, Vicki; Stepp, Tim
Subject: RE: Overhead on contracts - Trustee payments from external funds

Hi Norm –

As you stated below, I prefer to have us direct the trustee to pay 99% of the bill to the contractor and the 1% tax to DoR. However, would DEQ OFS still fill out the CGR-1 and CGR-2 forms? I also like your idea to include a clause in the contract having the contractor add 1% to their bills for the tax.

My intention for the meeting is to discuss the options you point out below - rather than having emails flying back and forth – and to reach a consensus between the Program, Legal and OFS that our decisions comply with the federal and state laws and regulations.

I think you are a key player in the discussion, so I hope you will be able to attend.

Thanks, Kristen

-----Original Appointment-----

From: Mullen, Norman
Sent: Friday, October 21, 2011 6:00 PM
To: Dorris, Kristen
Cc: Hanson, Judy; Simpson, Karen (DEQ); Thamke, Ed; Thompson, Ricknold; Hamer, David; Woodrow, Vicki; Stepp, Tim
Subject: Accepted: Overhead on contracts - Trustee payments from external funds
When: Thursday, October 27, 2011 2:00 PM-3:00 PM (GMT-07:00) Mountain Time (US & Canada).
Where: Room 111

Do we need a meeting? Under the terms of each trust, a trustee is required to pay according to DEQ's direction. I think that each time we direct payment by a trustee to a contractor, we can direct the trustee pay 99% of the bill to the contractor and the 1% tax to DoR. If you think we need to, we can have them pay the 1% tax to DEQ, and DEQ can send it to DoR. I think that we do not have to run the 99% of the payment to the contractor by the trustee through DEQ, as this would deplete the trust funds by 4% that has not been accounted for in cost estimates, and each fund is already paying trustee fees of up to thousands of \$ each year.

I do not think that there is any need to amend the trust documents (we have several, at least). The issue is whether each landfill owner using a trust has supplied an accurate cost estimate and has provided financial assurance to cover those cost estimates. Since the tax is subtracted from what a contractor will be paid by a trust, no additional costs will be incurred, and therefore, there is no net effect on the funds in a trust. If contractors are adding 1% to their bills to fund the tax (there is no indication that the contractor in this instance did so), the program may wish to consider requiring landfill owners to add 1% to their cost estimates to comply with the requirements in the rules that cost estimates reflect the actual costs of performing necessary work.

To: [Name]
 From: [Name]
 Subject: [Subject]
 Date: [Date]
 Time: [Time]

As you stated below, I agree to have us direct the trustee to pay 25% of the bill to the contractor and the 75% to the trust. However, would DED still bill out the CGR-2 and CGR-3 forms? I also like your idea to include a clause in the contract stating the contractor and 75% is their bill for the tax.

My intention for the meeting is to discuss the options you point out below - rather than having each thing back and forth - and to reach a consensus between the Program, Legal and CGR that our decisions comply with the federal and state law and regulations.

I think you are a key player in the discussion, so I hope you will be able to attend.

Thank, [Name]

---Original Appointment---
 From: [Name]
 Sent: [Date]
 To: [Name]
 Cc: [Name]
 Subject: [Subject]

Do we need a meeting? Under the terms of each trust, a trustee is required to pay according to DED's direction. I think that each time we direct payment by a trustee to a contractor, we can direct the trustee to pay 75% of the bill to the contractor and the 25% to DED. If you think we need to, we can have them pay the 25% to DED, and DED can send it to DED. I think that we do not have to run the 25% of the payment to the contractor by the trustee through DED, as this would duplicate the trust funds by 47. That has not been accounted for in our estimates, and each time it is already paying higher fees of up to thousands of \$ each year.

I do not think that there is any need to amend the trust document (we have several at least). The issue is whether each trustee must use a trust that has supplied an accurate cost estimate and has provided financial assurance to cover those cost estimates. Since the tax is subtracted from what a contractor will be paid by a trust, no additional costs will be incurred, and therefore, there is no net effect on the funds in a trust. If contractors are adding 1% to their bills to fund the tax (there is no indication that the contractor in this scenario did so), the program may wish to consider requiring individual owners to add 1% to their cost estimates to comply with the requirements in the rules that cost estimates reflect the actual costs of performing necessary work.

Stepp, Tim

Tim Stepp 10/21/11

From: Dorris, Kristen
Sent: Friday, October 21, 2011 8:31 AM
To: Woodrow, Vicki; Hamer, David; Mullen, Norman; Stepp, Tim; Thompson, Ricknold
Cc: Thamke, Ed; Simpson, Karen (DEQ); Hanson, Judy
Subject: RE: Overhead on contracts - Trustee payments from external funds

Good Morning,

After speaking with Judy and Karen, we clarified that the 1% tax is paid on construction contracts only and the tax is paid to DOR, not to the contractor. It is our understanding that because the contract is between the Solid Waste Program and the contractor - not between the Trust and the contractor – the Program pays the 1% tax to DOR.

To address Tim and Norm's question on the state mandated 4% indirects: if the Program decides to pay the expenses out of Solid Waste funds (through SABHRS) and then request reimbursement from the Trust, the 4% indirect costs would be applied. As Dave Hamer describes below, the 4% indirects are applied to all Program operating expenses paid out of SABHRS. However, if the Program decided this route, my suggestion is that the Program includes the associated 4% indirect costs when they request reimbursement from the Trust.

Should the Program:

- (1) Continue as is and request the Trust to pay the 1% tax to DOR? or
- (2) Change procedure and use Program funds to pay for expenses/4% indirects and the 1% tax to DOR and request reimbursement from the Trust?

Either route will necessitate adjustments to the language under the current trust contract to obtain FA contributions for these costs, so does option 1 or option 2 involve less staff time/expense and paper pushing? If we do change the language, can we legally transfer the responsibility of the 1% tax for the Trust to pay?

I will setup a meeting of the minds to discuss and clarify these issues regarding the best course of action for all involved.

Thanks, Kristen

From: Hanson, Judy
Sent: Thursday, October 20, 2011 8:27 AM
To: Woodrow, Vicki; Hamer, David; Mullen, Norman
Cc: Thamke, Ed; Dorris, Kristen; Simpson, Karen (DEQ)
Subject: FW: Overhead on contracts - Trustee payments from external funds

After reading this series of e-mails, I think we need to clarify that there are different topics being discussed. Ie—oranges and apples and thus a fruit salad.

There are 2 issues—

1. The 1% withholding to comply with tax law—to be paid out to the contractor upon completion of a project. I do believe we are required to do this.

2. DEQ's 4% indirect rate assessed against payments PROCESSED through the SABHRS system. We do not pay the contractor—we direct the trustee to pay the contractor so the expense does not go through our accounting system. I do not think we should be assessed this.

If anyone disagrees with my interpretation, please take the lead and set a meeting.

Judy

From: Thamke, Ed

Sent: Thursday, October 20, 2011 8:18 AM

To: Hanson, Judy

Subject: FW: Overhead on contracts - Trustee payments from external funds

I learn something every day. Was this "tax" brought up at a BC meeting and I wasn't paying attention?

Ed

From: Dorris, Kristen

Sent: Thursday, October 20, 2011 7:34 AM

To: Thamke, Ed; Simpson, Karen (DEQ)

Subject: FW: Overhead on contracts - Trustee payments from external funds

Ed/Karen,

Tim brought this 1% withholding tax to my attention yesterday. He gave me hard copies of correspondence dated 10/14/11 from Vicki Woodrow regarding:

- (1) an email from Vicki to Dean regarding the 1% withholding tax on the Mr. M Landfill contract with Do It All Construction (#512032), and
- (2) a memo Vicki sent to Tim that included the CGR-1 and CGR-2 forms signed by Vicki.

I believe the email string below is Tim's response to the correspondence from Vicki. I will bring you copies of these docs I have.

Kristen

From: Hamer, David

Sent: Wednesday, October 19, 2011 1:43 PM

To: Mullen, Norman; Kelly, Denise

Cc: Thompson, Ricknold; Dorris, Kristen; Stepp, Tim; Woodrow, Vicki

Subject: RE: Overhead on contracts - Trustee payments from external funds

The legislative authorized and EPA (Cognizant Agency) approved indirect rate on operating costs (GL accounts in the 62xxx series) is 4%. Contract payments for services falls in this category (621xx0 and therefore is subject to 4% indirect rate. The 4% is limited by contract and task order on the first \$100,000 of cost per year (limited to \$4,000 per year). For clarification, the 4% is for all of Program 10, not just OFS. The 4% indirect fee pays for salaries and operating costs for the Directors Office including Legal staff, OIT, Personnel and OFS.

David Hamer
Accounting Services Manager
Department of Environmental Quality

From: Mullen, Norman
Sent: Wednesday, October 19, 2011 10:27 AM
To: Hamer, David; Kelly, Denise
Cc: Thompson, Ricknold; Dorris, Kristen; Stepp, Tim; Woodrow, Vicki
Subject: RE: Overhead on contracts - Trustee payments from external funds

I know that Dave Hamer and maybe Dean Rude told me a few years ago that if we ran money through the Department (such as from forfeiting a bond), there would be a % charge on each payout of that money levied by OFS to help cover its costs.

So, can Dave or Denise please tell us whether, if we are having a trustee pay funds to DEQ so DEQ can pay a contractor for post-closure care and withhold DoR's 1%, OFS will take a %?

Thank you,

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

From: Woodrow, Vicki
Sent: Wednesday, October 19, 2011 9:32 AM
To:
Cc:
Subject: RE: Overhead on contracts - Trustee payments from external funds

Thanks for the update, Tim.

I'm forwarding your email to the program's budget analyst (Janet Kessler) and accounting staff (Denise Kelly & Dave Hamer) just in case they need to weigh in on the process. The budgeting and accounting functions are their bailiwick!

Also, as and FYI, DEQ should be the entity submitting the CGR-1 and we need to get it to DOR right away. If you're okay with the document I sent you, please let me know so I can send it to DOR.

Vicki Woodrow
Contracts Officer/Manager

From: Stepp, Tim
Sent: Tuesday, October 18, 2011 3:10 PM
To: Woodrow, Vicki
Cc: Thompson, Ricknold; Dorris, Kristen; Mullen, Norman
Subject: Overhead on contracts - Trustee payments from external funds

Vicki,

As you know, we are investigating how best to meet the requirement by DOR for DEQ to withhold the *1% Contractor Gross Receipts tax* from SWP contract payments when using the

landfill FA. According to recent communications, this process may be accomplished as follows by one of two approaches:

1. DEQ directly pays the entire SWP landfill contract from the SWP budget and then directs the FA trustee to reimburse DEQ for this procurement. The MT-Pi and SABHRS processes are triggered and the transaction is properly tracked across agencies by attributing payment to the contractor via withholding. In this way, the 1% cost is built into DEQ business through regulatory action using state funds (as encumbered by DOR).
2. SWP directly pays the contractor 99% through the landfill FA trust. SWP submits forms CGR-1 and -2 to DOR and directs the FA trustee to pay the 1% tax to DOR on behalf of the contractor (the trust is not DEQ money).

For the Mr. M Landfill contracts, we are converging on the streamlined Method #2, but have not yet created a new landfill FA procedure for paying this tax from the trust. An FA cost estimate is typically provided for the landfill closure or post-closure work involving third parties to accomplish specific regulatory criteria, but it does not currently include such taxes. Payments to third-party contractors from landfill FA may not exceed the cost estimates for such work by rule, so bids are evaluated accordingly. Consequently, tax payments for third parties are not strictly allowed under the current trust contract, but adjustments to the language and process are possible to obtain FA contributions for this added cost if needed.

If DOR upholds its position as expected, SWP shall (i) mail completed form CGR-2 to the contractor and (ii) require them to provide to DEQ a copy of their submittal of this form and tax payment to DOR within 30 days.

*Would we actually **pay more overhead** via Method #1 and thereby save critical FA funds by choosing Method #2?*

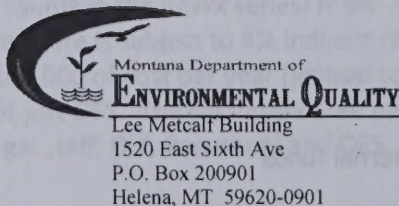
If so, changes to the landfill FA process are necessary to continue with Method #2 next time around. If not, we should utilize the existing Fiscal processes and tracking built into Method #1 on future SWP landfill contracts.

Thanks for your assistance and patience.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

Janet -

Please enter

Mr. M Conteracts

& pass on. Thx

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Stepp, Tim

Tim Stepp 10/14/11

From: Woodrow, Vicki
Sent: Friday, October 14, 2011 1:19 PM
To: Rude, Dean
Cc: Stepp, Tim
Subject: Mr. M Landfill Contract 512032
Attachments: DEQ_ToFrom.doc

Dean,

Attached is a memo from me to Tim regarding a conversation I had with Jim McKeon with Revenue. There may still be a question as to whether or not the 1% tax withholding is applicable to this contract. The general consensus is "yes", however Jim would like to talk with Revenue's legal counsel first and can't do that until Monday. Apparently Revenue's legal counsel initially believed the 1% withholding did not apply to this contract but then changed his mind. McKeon believes that was due to a misunderstanding of who was contracting with whom. McKeon believed the contract was between the owner of the landfill and Do All rather than as it is – between DEQ and Do All. In the first instance the 1% withholding would probably not apply, in the second it does.

Regardless, based on that conversation, McKeon stated that it's the responsibility of the State agency to ensure the documents and money associated with the 1% withholding are completed and filed at Revenue. This is accomplished through the Contract Award Registration form (CGR-1) and the Gross Receipts Withholding Return (CGR-2). The first registers the contract award with Revenue so Revenue can set up an account under the contractor's name to hold the payments. The second is filed with each payment to reflect the amount that's been withheld from the payment. I believe this part is done automatically or by DoFA based on how contract payments are made in MT Pi and processed through SABHRS but I've not verified that. I do not believe a CGR-2 form is included with every contract payment under construction contracts – that's what I need to verify.

In this instance, both McKeon and I both felt it would be easiest to have the bank that is holding the trust account funds cut two checks, one to the contractor and one to Revenue. However, after speaking with Tim, this appears to be problematic. The RCRA regs and the agreement with the trust entity specifically disallow payment from the trust for taxes – in other words, there can be no direct payment of taxes from the fund to Revenue (Tim, please weight in if I've over simplified this). Because of this, Tim and I talked about requiring Do All to transmit the 1% withholding directly to Revenue, along with the CGR-2 form, and a copy to DEQ to indicate it was done. The CGR-2 can be submitted by either the agency, the prime contractor or a subcontractor.

All this may change on Monday if Revenue's final determination is that the 1% withholding does not apply.

Vicki

xi
RECEIVED
OCT 17 2011
DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU



RECEIVED

OCT 17 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

TO: TIM STEPP

FROM: VICKI WOODROW

DATE: OCTOBER 14, 2011

SUBJECT: DO ALL CONSTRUCTION - CONTRACT 512032

Attached are copies of two Contractor's Gross Receipts forms that DEQ has to file with the Department of Revenue to process the 1% holdback from payments.

I spoke with Jim McKeon and after that conversation he was fairly certain that the 1% does apply to this contract. The basis for that is that it's a contract between a public entity (DEQ) and a private contractor (Do All) to provide a service to the public entity. McKeon would, however, still like to ask his legal counsel why his initial assessment was that the withholding didn't apply then changed his mind that it does. This won't happen until Monday, however.

In the meantime, I took the liberty of completing the two forms that DEQ is required to send to the Department of Revenue when the 1% withholding applies to a contract. The first one (CGR-1) is the form that we should have sent in several weeks ago to register the contract award with the Revenue. I don't know if that happened, but don't think it did. The second form (CGR-2) is the Withholding Return. This is the form that, essentially, transfers 1% of the Contractor's gross receipts to Revenue. It is DEQ's responsibility to ensure these forms are submitted to Revenue versus the Contractors. We should check to make sure they were not filed by the Otto's before sending them over.

On the CGR-2 form I used the total contract value, less the reduction from Change Order 1 to arrive at the total gross paid to the Contractor of \$39,840. This represents a 1% withholding of \$398.40. What is not reflected here is anything that came from the possibility of a Change Order 2 to handle the re-stocking fee. The packet you sent me did not include anything associated with that.

When we request the payment from the bank to Do All Construction, we should ask that they cut two checks - one to cover the payment to Do All and the other to cover payment to Revenue of the 1% withholding. That payment should be sent to the Department of Revenue, 1% Gross Receipts Withholding, PO Box 5835, Helena, MT 59604-5835.

I believe DEQ is of the mind that the 1% withholding is required and that we should follow the direction from Revenue. Please let me know if you want to wait until Monday when we hear back from McKeon about his conversation with Revenue's legal counsel or if it's okay so send these forms now.



1% Contractor's Gross Receipts Contract Award Registration

Form CGR-1 is required to be completed and mailed to the Department of Revenue within 10 days after a contract or bid is officially awarded.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Prime Contractor" box if you are registering this contract between a prime contractor and a subcontractor.		
	Government Entity ☒	Prime Contractor ☐	
	Federal Identification Number (FEIN) 81-0302402		
	Name Montana Department of Environmental Quality		
	Address 1520 East Sixth Avenue		
	City Helena	State MT	Zip Code 59620
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Subcontractor" box if you are registering this contract between a prime contractor and a subcontractor.		
	Prime Contractor ☒	Subcontractor ☐	
	Federal Identification Number (FEIN) 81-0520746		
	Name Do All Construction dba Do-All Dirt Movers		
	Address 440 Bach Street		
	City Lewistown	State MT	Zip Code 59457
3.	Enter the Government Issued Purchase Order Number here.		3. 512032
4.	Enter the contract award date here.		4. 08 / 19 /20 11
5.	Enter the estimated construction completion date here.		5. 08 / 31 /20 11
6.	Enter the total dollar amount of the contract here.		6. \$ 46,740.00
7.	Enter a description of the work that will be performed under this contract. Contractor will provide all labor, equipment and incidentals necessary to perform stormwater control improvements at Mr. M Landfill.		
8.	Enter the location in Montana where this work will be performed. Be specific with your description. The landfill is located at 7 Boyd Creek Road in Lewistown, Montana.		

Contract award registration submitted by: Select the appropriate box identifying which entity is completing this return, sign this return and enter the information requested below.		
Government Entity ☒	Prime Contractor ☐	Subcontractor ☐
Preparer's Signature <i>[Signature]</i>		
Preparer's Title Contracts Officer	Date 10/14/2011	
Telephone Number 406-444-3101	Fax Number 406-444-1804	

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



1% Contractor's Gross Receipts Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Government Entity ☒ Prime Contractor ☐		
	Federal Identification Number (FEIN) 81-0302402		
	Name Montana Department of Environmental Quality		
	Address 1520 East Sixth Avenue		
	City Helena	State MT	Zip Code 59620
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Prime Contractor ☒ Subcontractor ☐		
	Federal Identification Number (FEIN) 81-0520746		
	Name Do All Construction dba Do-All Dirt Movers		
	Address 440 Bach Street		
	City Lewistown	State MT	Zip Code 59457
3.	Enter the Government Issued Purchase Order Number here.	3.	512032
4.	Enter the contract award date here.	4.	08 / 19 / 20 11
5.	Enter the month and year this payment was earned.	5.	08 / 20 11
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here.	6.	\$ 39,840.00
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts.	7.	\$ 398.40
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor.	8.	\$ 39,441.60
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor. 9. 10 / 04 / 20 11 9(a) ☒ I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) ☐ I am allocating the amount reported on line 7 for credit to my subcontractor's account.		
10.	Enter a description of the work performed under this contract. Contractor provided all labor, equipment and incidentals necessary to perform stormwater control improvements at Mr. M. Landfill		
11.	Enter the location in Montana where this work is performed. Be specific with your description. The landfill is located at 7 Boyd Creek Road in Lewistown, Montana.		

Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below.

Government Entity ☒ Prime Contractor ☐ Subcontractor ☐

Preparer's Signature

Michael J. Warden

Preparer's Title Contracts Officer

Date 10/14/2011

Telephone Number 406-444-3101

Fax Number 406-444-1804

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835

Stepp, Tim

Tim Stepp 10/11/11

From: Mullen, Norman
Sent: Tuesday, October 11, 2011 5:46 PM
To: Thompson, Ricknold
Cc: Stepp, Tim; North, John
Subject: RE: tax for publicly-funded contracts- could you please call me? Thank you.

Hello,

I spoke with John North about this, and he urges that we should respect the opinion of DoR and leave the 1% tax in the invoice and pay the invoice and withhold the tax accordingly.

Sincerely,

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

From: Mullen, Norman
Sent: Tuesday, October 11, 2011 4:48 PM
To: North, John
Cc: Thompson, Ricknold; Stepp, Tim
Subject: FW: tax for publicly-funded contracts- could you please call me? Thank you.

From DoR chief counsel-- Contractor's line item in Mr. M invoice for state 1% fee.

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

From: Daw, C A
Sent: Tuesday, October 11, 2011 12:51 PM
To: Mullen, Norman
Cc: Baerlocher, Lee
Subject: RE: tax for publicly-funded contracts- could you please call me? Thank you.

My administrators view the DEQ contracting and direction to be sufficient to bring the contract under Title 15, Chapter 50. The contractor can either take a credit against income taxes or credit against the tax for personal property taxes paid under 15-50-207. However, withholding will be required in either event.

From: Mullen, Norman
Sent: Tuesday, October 04, 2011 5:52 PM
To: Daw, C A
Subject: tax for publicly-funded contracts- could you please call me? Thank you.

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

hello,

Sincerely,

Norman J. Mullen

Staff Attorney

Montana Department of Environmental Quality

PO Box 200901

Helena MT 59620-0901

406-444-4961 voice

406-444-4386 fax

nmullen@mt.gov email

From: Mullen, Norman

Sent: Tuesday, October 11, 2011 4:45 PM

To: Mullen, Norman

Cc: Thompson, Robert; Sharp, Tom

Subject: FW: tax for publicly-funded contracts - could you please call me? Thank you.

From: Mullen, Norman
Sent: Tuesday, October 11, 2011 4:45 PM
To: Mullen, Norman
Cc: Thompson, Robert; Sharp, Tom
Subject: FW: tax for publicly-funded contracts - could you please call me? Thank you.

Norman J. Mullen

Staff Attorney

Montana Department of Environmental Quality

PO Box 200901

Helena MT 59620-0901

406-444-4961 voice

406-444-4386 fax

nmullen@mt.gov email

From: Mullen, Norman

Sent: Tuesday, October 11, 2011 12:21 PM

To: Mullen, Norman

Cc: Thompson, Robert

Subject: FW: tax for publicly-funded contracts - could you please call me? Thank you.

My administrative view the 17-D contracting and direction to be sufficient to bring the contract under
17-D-15 Chapter 50. The contractor can enter into a credit against income taxes or credits against the
tax for personal property taxes paid under 17-D-50-503. However, withholding will be required in either
event.

From: Mullen, Norman

Sent: Tuesday, October 11, 2011 2:22 PM

To: Mullen, Norman

Subject: FW: tax for publicly-funded contracts - could you please call me? Thank you.

Stepp, Tim

From: Stepp, Tim
Sent: Wednesday, September 07, 2011 6:16 PM
To: 'Annie Otto'
Cc: Woodrow, Vicki; 'Stephanie Reinig'; Thompson, Ricknold
Subject: FW: Mr. M Contract - Substantial Completion
Attachments: C-625 substantial Completion.doc

Duane Otto
DoAll Construction
Lewistown, MT

Hi Duane,

Attached is the form for "Substantial Completion" of the contract. Please complete, sign, and email a scanned PDF of it to me and Stephanie Reinig at Great West for signatures.

Stephanie will send Annie an email containing the "Request for Final Payment" form, which you should complete and sign before also emailing it to me and Stephanie.

Stephanie has inspected the project and reported to MDEQ that work by DoAll has progressed according to the plans and changes provided and was substantially completed on the afternoon of August 31, 2011. You reported to me by phone that topsoil placement and seeding was completed on the morning of September 1, 2011.

As we arranged today, I will see you on site at 11 a.m. tomorrow morning for the final inspection of the work.

Thanks.

Tim
406.431.3148 cell

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov



From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]
Sent: Wednesday, September 07, 2011 4:51 PM

To: Stepp, Tim
Subject: Mr M Substantial Completion

Let me know if you have any questions.

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817
2501 Belt View Drive
Helena, Montana 59604

DIRECT: 406-495-6191
OFFICE: 406-449-8627
FAX: 406-449-8631

Engineer's Project No.:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Stepp, Tim

From: Stephanie Reinig [SReinig@greatwesteng.com]
Sent: Wednesday, September 07, 2011 4:51 PM
To: Stepp, Tim
Subject: Mr M Substantial Completion
Attachments: C-625 substantial Completion.doc

Let me know if you have any questions.

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817
2501 Belt View Drive
Helena, Montana 59604

DIRECT: 406-495-6191
OFFICE: 406-449-8627
FAX: 406-449-8631

The following documents are attached to this email for your review and approval.

From: Stephanie M. King, PE
Sent: Wednesday, September 07, 2011 4:51 PM
To: [Redacted]
Subject: [Redacted]

Attachment: [Redacted]
All the information in this email and any attachments is confidential and intended only for the individual named. If you are not the named individual, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Do not print or copy this e-mail or its attachments unless you are instructed to do so.

Stephanie M. King, PE | Project Engineer

Executed by Engineer	Date	Executed by Engineer
		Stephanie M. King, PE 2011-09-07
Accepted by Consultant	Date	Accepted by Consultant
		[Redacted] 2011-09-07
Accepted by Owner	Date	Accepted by Owner
		[Redacted] 2011-09-07

Stepp, Tim

Tim Stepp 9/7/11
From: Stepp, Tim
Sent: Wednesday, September 07, 2011 6:04 PM
To: 'Stephanie Reinig'; 'Bob Church'
Cc: Woodrow, Vicki; Thompson, Ricknold
Subject: Mr. M Contract - Bid Tab
Attachments: IFB_512032_BidTab.pdf

Hi Stephanie,

Please find attached the Bid Tab for the Mr. M project from Vicki.

Duane Otto (*DoAll Const.*) shall email to you (for your signature) his signed copies of both forms documenting substantial completion and requesting final payment. He was compiling the final billing data today for his payment request.

Please attach signed copies of these two forms to the Great West letter certifying completion of the Mr. M project.

Thanks again for your valuable assistance on this small project allowing it to complete on schedule and under budget! Please thank Bob Church for his substantial efforts in moving this project forward from the start.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

9/7/11

Spec. Tim

From: Tim
 To: [Redacted]
 Subject: [Redacted]
 Date: [Redacted]
 Time: [Redacted]
 Location: [Redacted]
 Status: [Redacted]

Hi Stephanie

Please find attached the bid for the Mr. M project from Vich.

These two (John & I) will email to you (for your signature) the signed copies of both forms documenting substantial completion and requesting final payment. He was compiling the final billing data today for his payment request.

Please attach signed copies of these two forms to the Great West letter certifying completion of the Mr. M project.

Thanks again for your valuable assistance on this small project allowing it to complete on a timely and under budget! Please let Bob Crutch for his excellent efforts in moving this project forward from the start.

Tim

TIM STEPP

Environmental Engineer - Water & Wastewater
 Water & Wastewater Technology Management Division
 Technology & Compliance Section



1000 10th Street, NW
 Washington, DC 20001-4333
 Phone: 202-260-1222

Environmental Quality

1000 10th Street, NW
 Washington, DC 20001-4333
 Phone: 202-260-1222

**IFB 512032 - Mr. M Landfill
Bid Tab**

			Do-All Construction		D & D Excavating	
BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1 Mobilization	1	LS		\$ 1,300.00		\$ 4,000.00
2 24" CMP Culvert	200	LF	\$ 42.00	\$ 8,400.00	\$ 60.00	\$ 12,000.00
3 Cut, Plug, and Abandon Existing Culvert	1	EA		\$ 500.00		\$ 400.00
4 Earthwork	1	LS		\$ 32,740.00		\$ 15,000.00
5 Rip Rap	1	LS		\$ 2,800.00		\$ 21,000.00
6 Seed & Fertilize	1	LS		\$ 1,000.00		\$ 3,000.00
			TOTAL	\$ 46,740.00	TOTAL	\$ 55,400.00

NOTES:

LF = linear feet

LS = lump sum

EA = each

CO 1 \$ (6,900.00)
New Total Contract Value \$ 39,840.00

Stepp, Tim

Tim Stepp 8/31/11

From: Annie Otto [doall@midrivers.com]
Sent: Wednesday, August 31, 2011 1:22 PM
To: Stepp, Tim
Subject: Re: change order form
Attachments: change order 1.jpg

Attached is change order #1. Thanks.

Duane.

----- Original Message -----

From: Stepp, Tim
To: DoAll@midrivers.com
Sent: Tuesday, August 30, 2011 9:29 AM
Subject: FW: change order form

Here it is again...no previous indication that emails to "DoAllConstruction@midrivers.com" have bounced

From: Stepp, Tim
Sent: Monday, August 29, 2011 7:01 PM
To: 'DoAllConstruction@midrivers.com'
Cc: 'Stephanie Reinig'; Woodrow, Vicki; Thompson, Ricknold
Subject: FW: change order form

Hello Duane,

Thank you for notifying us of the County's intention to straighten Boyd Creek Road (BCR) next year, with MDOT installing a new culvert as needed beneath BCR adjacent to the intersection.

Please utilize the attached request for change regarding proposed modifications to the Mr. M pond drainage ditch by removing the outlet culverts in favor of a drainage swale to cross the old BCR (to be abandoned). The cost savings should be significant!

You may copy me and Stephanie Reinig at Great West via FAX. The Department will respond according to the contract.

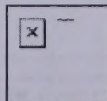
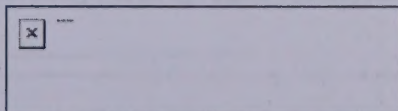
We look forward to a rapid completion on schedule given this simplification.

Thanks again.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



RS
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AUG 31 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]

Sent: Monday, August 29, 2011 11:53 AM

To: Stepp, Tim

Subject: change order form

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817
2501 Belt View Drive
Helena, Montana 59604

DIRECT: 406-495-6191

OFFICE: 406-449-8627

FAX: 406-449-8631

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WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

TIM STEPP

Waste & Underground Tank Management Bureau
Department of Environmental Quality
Montana State Capitol Building
300 N. Broadway
Helena, MT 59601-1001
Phone: 406-444-4725
Fax: 406-444-1374
Email: tstepp@mt.gov

Change Order

No. 1

Date of Issuance: 08/30/2011

Effective Date: 08/30/2011

Project Mr. M Landfill	Owner:	Owner's Contract No.:
Contract:		Date of Contract: <u>08/19/2011</u>
Contractor: <u>Do-All Construction</u>		Engineer's Project No.: <u>512032</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to MDT and Fergus County changing alignment of Boyd Creek Rd within the year, the culverts are not needed for this project. MDT will be installing a new culvert beneath Boyd Creek Rd within the year. Bury the power cable at 36 inches under ditch grade.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$46,740.00

[Increase] [Decrease] from previously approved
Change Orders No. NA to No. NA:

\$ _____

Contract Price prior to this Change Order:

\$46,740.00

[Increase] [Decrease] of this Change Order:

\$ 6900⁰⁰

Contract Price incorporating this Change Order:

\$ 39,840⁰⁰

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 8/31/2011

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 8/31/2011

Date: _____

Stepp, Tim

Tim Stepp 8/31/11

From: Stepp, Tim
Sent: Wednesday, August 31, 2011 4:19 PM
To: 'Annie Otto'
Cc: 'Stephanie Reinig'; Thompson, Ricknold; Woodrow, Vicki
Subject: RE: change order form
Attachments: DOC083111-001.pdf

Hello Duane,

Thank you for completing the Mr. M Change Order form according to field modifications approved by Stephanie Reinig, P.E. (Great West) for a drainage swale versus the culvert design at Boyd Creek Road.

The Department approves the change in contract based on the \$6900 reduction in total cost to give \$39,840 total payment due upon contract completion and approval by MDEQ.

We greatly appreciate your fine efforts on this project.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Annie Otto [<mailto:doall@midrivers.com>]
Sent: Wednesday, August 31, 2011 1:22 PM
To: Stepp, Tim
Subject: Re: change order form

Attached is change order #1. Thanks.

Duane.

----- Original Message -----

From: Stepp, Tim
To: DoAll@midrivers.com
Sent: Tuesday, August 30, 2011 9:29 AM
Subject: FW: change order form

Here it is again...no previous indication that emails to "DoAllConstruction@midrivers.com" have bounced

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WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

From: Stepp, Tim
Sent: Monday, August 29, 2011 7:01 PM
To: 'DoAllConstruction@midrivers.com'
Cc: 'Stephanie Reinig'; Woodrow, Vicki; Thompson, Ricknold
Subject: FW: change order form

Hello Duane,

Thank you for notifying us of the County's intention to straighten Boyd Creek Road (BCR) next year, with MDOT installing a new culvert as needed beneath BCR adjacent to the intersection.

Please utilize the attached request for change regarding proposed modifications to the Mr. M pond drainage ditch by removing the outlet culverts in favor of a drainage swale to cross the old BCR (to be abandoned). The cost savings should be significant!

You may copy me and Stephanie Reinig at Great West via FAX. The Department will respond according to the contract.

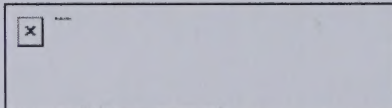
We look forward to a rapid completion on schedule given this simplification.

Thanks again.

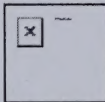
Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]
Sent: Monday, August 29, 2011 11:53 AM
To: Stepp, Tim
Subject: change order form

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817
2501 Belt View Drive
Helena, Montana 59604

DIRECT: 406-495-6191
OFFICE: 406-449-8627

COPY

Change Order

No. 1

Date of Issuance: 08/30/2011

Effective Date: 08/30/2011

Project Mr. M Landfill	Owner: <u>WUTMB-SWS</u>	Owner's Contract No.:
Contract: <u>MDEQ #512032</u>	Date of Contract: 08/19/2011	
Contractor: Do-All Construction	Engineer's Project No.: 512032	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to MDT and Fergus County changing alignment of Boyd Creek Rd within the year, the culverts are not needed for this project. MDT will be installing a new culvert beneath Boyd Creek Rd within the year. Bury the power cable at 36 inches under ditch grade.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$46,740.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. <u>NA</u> to No. <u>NA</u> : \$	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$46,740.00	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [<u>Decrease</u>] of this Change Order: \$ <u>6900⁰⁰</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$ <u>39,840⁰⁰</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):
RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>8/31/2011</u> Approved by Funding Agency (if applicable): <u>[Signature]</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Date: <u>8/31/11</u> ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>8/31/2011</u> Date: <u>08/31/11</u>

COPY

Stepp, Tim

From: Woodrow, Vicki
Sent: Wednesday, August 31, 2011 3:39 PM
To: doall@midrivers.com
Cc: Stepp, Tim; Giammaria, Dionne
Subject: Original Contract Documents

Hi Duane,

I just spoke with Tim Stepp and was advised that the project is on track and nearly completed. This is just a friendly reminder that we have not yet received the original Contract document from you and need it for our files.

Please let me know if you have any questions or issues that are preventing you from getting that document back to DEQ. Thank you for your time!

Vicki Woodrow

Contracts Officer/Manager

Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804

Email: vwoodrow@mt.gov

[Mission Statement](#) | [About Financial Services](#) | [Contact Us](#)

Step, Jim

From: Woodrow W. Hall
Sent: Wednesday, August 27, 2014 3:39 PM
To: woodrow@woodrow.com
Cc: Step, Jim; Woodrow W. Hall
Subject: Original Contract Documents

Hi Jim,

I just spoke with Tim Stearns and was advised that the project is on track and nearly completed. This is
just a friendly reminder that we have not yet received the original
Contract Documents from you and need a lot of time.

Please let me know if you have any questions or issues that are preventing you from getting that
document back to me. Thank you for your time.

Tim Stearns

Contractor/Owner/Manager

Office: 408-444-1234
Department of Environmental Quality
500 Lake Avenue, Helena, MT 59601-0001
Phone: 408-444-1234
Fax: 408-444-1234

State of Montana
Division of Environmental Quality | Contact Us

Stepp, Tim

Tim Stepp 8/31/11

From: Stepp, Tim
Sent: Wednesday, August 31, 2011 12:07 PM
To: 'fcrdbri@midrivers.com'; 'DoAll@midrivers.com'
Cc: 'Stephanie Reinig'; 'Bob Church'; Thompson, Ricknold
Subject: Mr. M Landfill Project - Planned Modification of Boyd Creek Road

Mr. Doug Cramer
Assistant Road Supervisor
Lewistown Office
Fergus County

Mr. Cramer,

As we discussed by telephone on June 30, 2011, the approach of Boyd Creek Road (BCR) to HW 87 shall be moved toward the east during roadwork planned by MDOT and the County. Consequently, the existing section of BCR adjacent to the Mintyala frontage shall be restored to natural grade in the process, mitigating the need for MDEQ to now install culverts to route runoff beneath BCR.

Given these circumstances, the County has agreed that the Department may instead route runoff from the Mr. M landfill into a drainage swale that crosses BCR at the existing culvert. Great West shall inspect the construction today to discuss field modifications necessary to accomplish these MDEQ changes in the contracted project at the Mr. M landfill site.

You are welcome to meet with Great West and the contractor (DoAll Construction) today as you see fit.

Thanks for your assistance in helping the Department to accomplish its goals on schedule.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov



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AUG 31 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

8/21/11
 [Signature]

Steph, Tim

From: Steph, Tim
 Sent: Wednesday, August 24, 2011 12:07 PM
 To: [Redacted]
 Cc: [Redacted]
 Subject: [Redacted]

Mr. Doug Evans
 Assistant Road Supervisor
 Lawrenceville Office
 Forsyth County
 Mr. Carter

As we discussed by telephone on June 28, 2011, the adjacent of Bay Creek Road (BCR) to HW 57 shall be moved within the existing roadway (shown by MDOT and Forsyth County, Georgia) to the existing location of BCR adjacent to the Highway. The existing shall be restored to original grade in the process, including the need for MDOT to now install culverts to route runoff beneath BCR.

Given these circumstances, the County has agreed that the Department may extend north from the Mr. M. Smith into a drainage easement that crosses BCR at the existing culvert. Given that the project is the construction of a new road, it is necessary to accomplish these MUD changes in the construction project at the Mr. M. Smith site.

You are welcome to meet with G-22 West and the contractor (G-22 Construction) today as you see fit. Thank you for your assistance in helping the Department to accomplish its goals on schedule.

Tim

TIM STEPH

Lawrenceville Office - 1000 West 10th Ave
 Suite 200 Lawrenceville, GA 30046
 (770) 962-1234

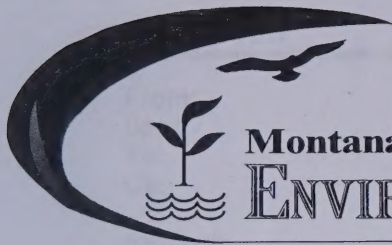


FORSYTH COUNTY

County Executive
 1000 West 10th Ave
 Lawrenceville, GA 30046



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 DEPT. OF ENVIRONMENTAL QUALITY
 WASTE & UNDERGROUND TANK
 MANAGEMENT BUREAU



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

August 30, 2011

Marvin & Sandy Mintyala
1265 Elm Street #34
Clarkston WA 99403-2374

**Re: Completion of Entry for Construction Project to Recontour Storm Water Pond
and Alter Associated Drainage at Mister M Landfill; DEQ v. Mintyala, Fergus
County District Court Case DV 2000-146**

Dear Mr. and Mrs. Mintyala:

I am writing to notify you that the Department of Environmental Quality believes that the project to correct problems with the storm water pond and associated drainage at the Mister M Landfill will be completed by August 31, 2011, and that the contractor will remove all equipment by the following day.

Sincerely,

Norman J. Mullen
Attorney for Department
406-444-4961 voice; 444-4386 fax
nmullen@mt.gov email

encls.

c. DEQ- ENF, **WUTMB-SW**, chron

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SEP 02 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Montana Department of ENVIRONMENTAL QUALITY



1000 N. 17th Avenue, Helena, MT 59617-2001
406-441-3444 • 1-800-282-2689

August 31, 2011

Mr. & Mrs. [Name]
1234 Elm Street
Helena, MT 59601-1234

Re: Completion of 2nd Year for Construction Project to Upgrade Storm Water Pond
and Associated Drainage at [Address] in [City] and [County]
County District [Number] Case [Number]

Dear Sir and Madam:

I am writing to notify you that the Department of Environmental Quality has completed the project
to connect [Address] with the storm water pond and associated drainage at the [Address] in [City].
The project was completed on August 31, 2011, and the contractor will remove all equipment by the
following day.

Sincerely,

[Signature]
[Name]
[Title]
[Address]
[Phone Number]
[Email Address]

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SEP 03 2011

DEPT. OF ENVIRONMENTAL QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

cc: [Name]
[Address]
[Phone Number]

Stepp, Tim

Tim Stepp 8/30/11

From: Thompson, Ricknold
Sent: Tuesday, August 30, 2011 2:17 PM
To: Mullen, Norman
Cc: North, John; Thamke, Ed; Stepp, Tim; Van Oort, Martin; Hendrickson, Mary; Woodrow, Vicki
Subject: RE: additional days for Mr. M pond/drainage recontouring project?

Norm,

According to staff the project is on schedule. The work will be completed at the end of the day on 8/31 and the equipment will be demobilized on 9/1. Great West Engineering will be inspecting the site tomorrow.

Rick

From: Mullen, Norman
Sent: Tuesday, August 30, 2011 11:45 AM
To: Thompson, Ricknold
Cc: North, John
Subject: additional days for Mr. M pond/drainage recontouring project?

Hi Rick,

I spoke with John North, and he believes that If the project is going to take past tomorrow, we should give the court and Mintyalas notice, since our authorization was good through August.

Could you please let me know if you can pinpoint when you expect the project to be completed, and if weather or any unforeseen circumstances required extending the days for it to be completed?

Thank you,

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

From: Thompson, Ricknold
Sent: Tuesday, August 30, 2011 8:09 AM
To: Mullen, Norman
Subject: RE: status of Mr. M pond/drainage recontouring project?

Hi Norm.

The project should be finished by the end of this week.

Rick

From: Mullen, Norman
Sent: Monday, August 29, 2011 2:29 PM
To: Thompson, Ricknold
Subject: status of Mr. M pond/drainage recontouring project?

Hello Rick.

Could you please tell me the status of this project?

Thank you,

Norman J. Mullen
Staff Attorney
Montana Department of Environmental Quality
PO Box 200901
Helena MT 59620-0901
406-444-4961 voice
406-444-4386 fax
nmullen@mt.gov email

Janet —

Please log
MRM Contracted
& pass on. Thx

Handwritten text on a yellowed, rectangular piece of paper, possibly a label or note, mounted on a dark background. The text is faint and appears to be written in ink or pencil. The visible text includes:

Handwritten text (faint, possibly mirrored or bleed-through):

Handwritten text (faint, possibly mirrored or bleed-through):

Handwritten text (faint, possibly mirrored or bleed-through):

Stepp, Tim

Tim Stepp 8/30/11

From: Stepp, Tim
Sent: Tuesday, August 30, 2011 1:48 PM
To: 'Annie Otto'
Cc: 'Stephanie Reinig'; Thompson, Ricknold; Woodrow, Vicki
Subject: RE: change order form

Hello Duane,

As we discussed, MDOT shall soon remove the existing County road grade where the culverts are located by design. Furthermore, the density of buried utilities at the culvert location also provides an incentive for considering a change in design due to additional cost.

I spoke with Doug Cramer (535-5006 Asst. Roads Sup. – Fergus Co.) who said that a drainage swale option utilizing the existing single culvert and road valley would be adequate until MDOT removes the existing road and restores natural grade at the outfall from the landfill property. He believes that runoff from the facility ditch would not likely cause an erosion problem at Boyd Creek Rd before the MDOT mods. Doug also thinks that the new culvert to be installed by MDOT in the ditch at the new BCR junction would be adequate to route any runoff from the facility, because MDOT would include the landfill outfall in the hydrology model.

Please submit data for the proposed swale option and cost reduction information to MDEQ and Great West for consideration prior to submitting a completed change form. MDEQ will evaluate the options with Great West and notify you of our decision.

Also please contact Stephanie (@ 495-6191 or 439-9280) from Great West to coordinate with her to schedule a site visit for tomorrow. You may then discuss the proposed changes with her on site.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Annie Otto [<mailto:doall@midrivers.com>]
Sent: Tuesday, August 30, 2011 12:00 PM
To: Stepp, Tim
Subject: Re: change order form

Hello Tim,

I have received the change order form and we will get it to you just as soon as we get the form completed.

Thank you,

Annie

----- Original Message -----

From: Stepp, Tim

To: DoAll@midrivers.com

Sent: Tuesday, August 30, 2011 9:29 AM

Subject: FW: change order form

Here it is again...no previous indication that emails to "DoAllConstruction@midrivers.com" have bounced

From: Stepp, Tim

Sent: Monday, August 29, 2011 7:01 PM

To: 'DoAllConstruction@midrivers.com'

Cc: 'Stephanie Reinig'; Woodrow, Vicki; Thompson, Ricknold

Subject: FW: change order form

Hello Duane,

Thank you for notifying us of the County's intention to straighten Boyd Creek Road (BCR) next year, with MDOT installing a new culvert as needed beneath BCR adjacent to the intersection.

Please utilize the attached request for change regarding proposed modifications to the Mr. M pond drainage ditch by removing the outlet culverts in favor of a drainage swale to cross the old BCR (to be abandoned). The cost savings should be significant!

You may copy me and Stephanie Reinig at Great West via FAX. The Department will respond according to the contract.

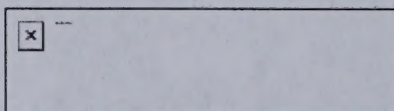
We look forward to a rapid completion on schedule given this simplification.

Thanks again.

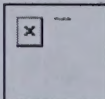
Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]

Sent: Monday, August 29, 2011 11:53 AM

To: Stepp, Tim

Subject: change order form

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817

2501 Belt View Drive

Helena, Montana 59604

DIRECT: 406-495-6191

OFFICE: 406-449-8627

FAX: 406-449-8631

These documents being transmitted to the
State of New York on May 11, 1955
for the purpose of
transmitting same to the

State of New York
Department of Social Services
New York City
New York, New York
May 11, 1955

Enclosed for the
Department of Social Services
are the following documents
which were received from
the State of New York
Department of Social Services
on May 11, 1955
and which are being
transmitted to the
State of New York
Department of Social Services
for their use.

Very truly yours,
[Signature]

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transmitted to the
State of New York
Department of Social Services
for their use.

Stepp, Tim

From: Stepp, Tim
Sent: Monday, August 29, 2011 7:01 PM
To: 'DoAllConstruction@midrivers.com'
Cc: 'Stephanie Reinig'; Woodrow, Vicki; Thompson, Ricknold
Subject: FW: change order form
Attachments: C-941 Change Order.doc

Hello Duane,

Thank you for notifying us of the County's intention to straighten Boyd Creek Road (BCR) next year, with MDOT installing a new culvert as needed beneath BCR adjacent to the intersection.

Please utilize the attached request for change regarding proposed modifications to the Mr. M pond drainage ditch by removing the outlet culverts in favor of a drainage swale to cross the old BCR (to be abandoned). The cost savings should be significant!

You may copy me and Stephanie Reinig at Great West via FAX. The Department will respond according to the contract.

We look forward to a rapid completion on schedule given this simplification.

Thanks again.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]
Sent: Monday, August 29, 2011 11:53 AM
To: Stepp, Tim
Subject: change order form

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.
PO Box 4817
2501 Belt View Drive

Helena, Montana 59604

DIRECT: 406-495-6191

OFFICE: 406-449-8627

FAX: 406-449-8631

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Stepp, Tim

From: Stepp, Tim
Sent: Monday, August 29, 2011 7:01 PM
To: 'DoAllConstruction@midrivers.com'
Cc: 'Stephanie Reinig'; Woodrow, Vicki; Thompson, Ricknold
Subject: FW: change order form
Attachments: C-941 Change Order.doc

Hello Duane,

Thank you for notifying us of the County's intention to straighten Boyd Creek Road (BCR) next year, with MDOT installing a new culvert as needed beneath BCR adjacent to the intersection.

Please utilize the attached request for change regarding proposed modifications to the Mr. M pond drainage ditch by removing the outlet culverts in favor of a drainage swale to cross the old BCR (to be abandoned). The cost savings should be significant!

You may copy me and Stephanie Reinig at Great West via FAX. The Department will respond according to the contract.

We look forward to a rapid completion on schedule given this simplification.

Thanks again.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]
Sent: Monday, August 29, 2011 11:53 AM
To: Stepp, Tim
Subject: change order form

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.
PO Box 4817
2501 Belt View Drive

Contract

Tim Stepp 8/23/11

Stepp, Tim

From: Stepp, Tim
Sent: Tuesday, August 23, 2011 4:47 PM
To: 'DoAllConstruction@midrivers.com'
Cc: 'Stephanie Reinig'
Subject: Pre-Construction Teleconference - Mr. M Pond Project

Hello Duane,

Thanks for attending the 11:00 am pre-construction teleconference with MDEQ (Tim Stepp) and Great West (Stephanie Reinig). Notes on the meeting Q&A follow.

- A. MDEQ reminded DoAll that all solid waste encountered must be hauled to the transfer station for disposal.
- B. MDEQ requires that DoAll check all liquids in 55-gal drums before dumping contents into a container. Used oil and antifreeze must be handled for recovery, but any other waste should be palletized and left on site.
- C. MDEQ required DoAll to stockpile excavated soils on railroad flat behind office trailer after first placing soils on landfill final cover where leachate seeps emerge near access road switchback.

Q. How much rip-rap is required?

A. Approximately 400 c.y. (GWEST).

Q. What about permits for crossing the county road?

A. County and MDOT have been contacted (GWEST). MDEQ later told DoAll to go to Fergus County Courthouse to obtain permit as required. MDOT will determine their need.

Q. Can the existing 36" culvert be removed versus plugging it? Does it connect the two ponds?

A. Yes to both. Handle it carefully because we may be able to substitute sections of it for some of the 24" culverts below the County road if the grades allow (MDEQ & GWEST).

End of notes.

Thanks...tim

From: Stepp, Tim
Sent: Monday, August 22, 2011 9:43 AM
To: 'DoAllConstruction@midrivers.com'; Thompson, Ricknold
Cc: Stephanie Reinig; 'Bob Church'
Subject: Delayed Startup on Mr. M Pond Project

Mr. Duane Otto
DoAll Construction
Lewistown, MT
406-538-2509

Dear Mr. Otto,

Congratulations on your acceptance of the contract award for the Mr. M Landfill project. The Solid Waste Program (SWP) is Project Manager (contact info below) on the State contract with Great West as

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MANAGEMENT BUREAU

Project Engineer (Bob Church @ 406-495-6177) for construction and quality assurance monitor (Stephanie Reinig @ 406-495-6191 or 406-439-9280). Technical questions regarding the work shall be coordinated through Great West as provided in the contract.

I understand that MDEQ Contracting agreed on late Friday to allow a **one-day delay in startup** on construction at the Mr. M Landfill facility in Lewistown. As discussed during the pre-bid conference on site and via voicemail on the day before bids were due, the SWP shall control the contract completion date as necessary based on your performance, timely progression of the work, and recommendations by Great West.

Please contact me ASAP by telephone this morning to discuss the delays and to coordinate expectations for the pre-construction conference. We believe that this meeting should go forward Monday (today) on schedule as required by the contract.

SWP expects that DoAll (and its subcontractors) attend a teleconference with MDEQ and Great West at 2:30 pm this afternoon. We look forward to working with you to complete this construction in the most cost-effective and efficient manner possible.

Thanks.

Tim Stepp
Project Manager

Cc: Rick Thompson, Section Supervisor

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

Stepp, Tim

From: Woodrow, Vicki
Sent: Monday, August 22, 2011 10:12 AM
To: doall@midrivers.com
Cc: Stepp, Tim; Dorris, Kristen; Thompson, Ricknold; Mullen, Norman
Subject: Contract 512032 - Mr. M Landfill

Hello Duane,

I'm sending you via regular mail the original contract documents for the above noted contract. This is the same contract sent to you via email last week.

You executed the contract **August 19, 2011** and faxed a copy of the signature page back to DEQ. Upon receipt of that fax, I also executed the hard copy original as of **August 19, 2011**. With both parties having executed the contract on August 29, 2011, Do All Construction is authorized to begin work at the Mr. M Landfill with the understanding that your firm will begin working at the site August 23 or 24.

Upon receipt of the hard copy originals of the contract please sign both the DEQ Original and the Contactor's Copy as of **August 19, 2011** and return the DEQ Original to us. You should be receiving those hard copy originals within the next 2 to 3 days.

Please let me know if there are any questions or concerns and thank you for your assistance with this matter.

Vicki Woodrow
Contracts Officer/Manager



Montana Department of
ENVIRONMENTAL QUALITY
Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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Stepp, Tim

Out Step 8/18/11

From: Woodrow, Vicki
Sent: Thursday, August 18, 2011 1:47 PM
To: Stepp, Tim; Dorris, Kristen
Subject: Contract Documents for Mr. M Landfill

The contract and contract coversheet are in the Mr_M directory in the following drive:
J:\Contracts JDrive.

Let me know if you have any questions!!!

Vicki Woodrow
Contracts Officer/Manager

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MANAGEMENT BUREAU

11/18/11

Page 1 of 1

From: [illegible]
Sent: Thursday, August 18, 2011, 2:41 PM
To: [illegible]
Subject: [illegible]

The enclosed and attached documents are a 100% M drawing in the following format:
[illegible]

Let me know if you have any questions.

Thank you,
[illegible]
Construction Office Manager

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AUG 18 2011
DEPT OF ENVIRON. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Stepp, Tim

From: Woodrow, Vicki
Sent: Thursday, August 18, 2011 10:02 AM
To: Marv
Cc: Stepp, Tim
Subject: Mr. M Landfill Bid

Dear Mr. DeBuff,

In reviewing the bid submitted by your firm, D & D Excavation, DEQ had the following questions.

1. The prices quoted for each line item exceed the total estimated base bid price of \$43,460. Is the estimated base bid price accurate?
2. You stated that you have applied for a state contractor license. Has that license been issued and if not, when do you expect it to be?

Please provide answers to these questions by 3:00 p.m. today. Thank you for your time.

Vicki Woodrow
Contracts Officer/Manager



Montana Department of
ENVIRONMENTAL QUALITY
Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Step 1: This

From: Woodrow Voss
Sent: Thursday, August 18, 2011 10:02 AM
To: [Redacted]
Cc: [Redacted]
Subject: [Redacted]

Dear Mr. [Redacted]:

In reviewing the bid submitted by you for D & S Excavation, DEQ had the following questions:
1. The price quoted for each bid item exceeds the total estimated base bid price of \$43,467. Is the
estimated base bid price accurate?
2. You stated that you have agreed to a slight contract increase. Was that increase based around and
if not, when do you expect it to be?
Please provide answers to these questions by 1:00 p.m. today. Thank you for your time.

Tracy Woodrow
Contract Administrator / Manager

Division of Environmental Quality
Office of Financial Services
Department of Environmental Quality
PO Box 200801, Helena, MT 59620-0801
Phone: 406-444-3101
Fax: 406-444-1804
Email: [Redacted]
Mission Statement: AHEAD Financial Services | Committed

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WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Stepp, Tim

Just Stepp 8/18/11

From: Woodrow, Vicki
Sent: Thursday, August 18, 2011 12:17 PM
To: Stepp, Tim
Subject: FW: Mr. M Landfill Bid
Attachments: IFB_512032_D&DExcavatingBidForm.pdf

Sorry, Tim – forgot to include you on this email!!!!

Vicki Woodrow
Contracts Officer/Manager

From: Woodrow, Vicki
Sent: Thursday, August 18, 2011 12:15 PM
To: 'Marv'
Subject: RE: Mr. M Landfill Bid

Per our phone conversation and your email, attached is the bid form submitted by your firm for IFB 512032,

Vicki Woodrow
Contracts Officer/Manager



Montana Department of
ENVIRONMENTAL QUALITY

Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804

Email: vwoodrow@mt.gov

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From: Marv [<mailto:mdebuff@gmail.com>]
Sent: Thursday, August 18, 2011 11:41 AM
To: Woodrow, Vicki
Subject: Re: Mr. M Landfill Bid

Vicki

Not sure where I made the error. I don't have a copy of my bid with me as I am traveling. Can you send it to me or call. Contractors registration can be ready by tomorrow night. 350-2074

Thanks

Marv DeBuff

----- Original Message -----

From: Woodrow, Vicki
To: Marv
Cc: Stepp, Tim
Sent: Thursday, August 18, 2011 10:01 AM
Subject: Mr. M Landfill Bid

Dear Mr. DeBuff,

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WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

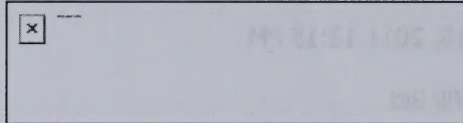
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1. The prices quoted for each line item exceed the total estimated base bid price of \$43,460. Is the estimated base bid price accurate?
2. You stated that you have applied for a state contractor license. Has that license been issued and if not, when do you expect it to be?

Please provide answers to these questions by 3:00 p.m. today. Thank you for your time.

Vicki Woodrow

Contracts Officer/Manager



Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

MR M LANDFILL STORMWATER IMPROVEMENTS BID SHEETS

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 4000.00	\$ 4000.00
2	24" CMP Culvert	200	LF	\$ 60.00	\$ 12000.00
3	Cut, Plug, and Abandon Existing Culvert	1	EA	\$ 400.00	\$ 400.00
4	Earthwork	1	LS	\$ 15000.00	\$ 15000.00
5	Rip Rap	1	LS	\$ 21000.00	\$ 21000.00
6	Seed and Fertilize	1	LS	\$ 3000.00	\$ 3000.00

TOTAL Bid Price (Base Bid)

43 460.00 \$ 43 460.00

(Figures)

TOTAL Estimated
Base Bid Price

\$ Forty Three Thousand Four Hundred Sixty

(Words)

Dollar s

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

Section 1000
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Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Water	100	LB	1.00	100.00
2	24" CMR Cover	500	LF	1.00	500.00
3	24" Pipe and Abrasion	100	EA	1.00	100.00
4	Existing Cover and Manhole	100	EA	1.00	100.00
5	24" CMR Cover	100	LF	1.00	100.00
6	24" CMR Cover	100	LF	1.00	100.00
7	24" CMR Cover	100	LF	1.00	100.00
8	24" CMR Cover	100	LF	1.00	100.00
9	24" CMR Cover	100	LF	1.00	100.00
10	24" CMR Cover	100	LF	1.00	100.00
11	24" CMR Cover	100	LF	1.00	100.00
12	24" CMR Cover	100	LF	1.00	100.00
13	24" CMR Cover	100	LF	1.00	100.00
14	24" CMR Cover	100	LF	1.00	100.00
15	24" CMR Cover	100	LF	1.00	100.00
16	24" CMR Cover	100	LF	1.00	100.00
17	24" CMR Cover	100	LF	1.00	100.00
18	24" CMR Cover	100	LF	1.00	100.00
19	24" CMR Cover	100	LF	1.00	100.00
20	24" CMR Cover	100	LF	1.00	100.00
21	24" CMR Cover	100	LF	1.00	100.00
22	24" CMR Cover	100	LF	1.00	100.00
23	24" CMR Cover	100	LF	1.00	100.00
24	24" CMR Cover	100	LF	1.00	100.00
25	24" CMR Cover	100	LF	1.00	100.00
26	24" CMR Cover	100	LF	1.00	100.00
27	24" CMR Cover	100	LF	1.00	100.00
28	24" CMR Cover	100	LF	1.00	100.00
29	24" CMR Cover	100	LF	1.00	100.00
30	24" CMR Cover	100	LF	1.00	100.00
31	24" CMR Cover	100	LF	1.00	100.00
32	24" CMR Cover	100	LF	1.00	100.00
33	24" CMR Cover	100	LF	1.00	100.00
34	24" CMR Cover	100	LF	1.00	100.00
35	24" CMR Cover	100	LF	1.00	100.00
36	24" CMR Cover	100	LF	1.00	100.00
37	24" CMR Cover	100	LF	1.00	100.00
38	24" CMR Cover	100	LF	1.00	100.00
39	24" CMR Cover	100	LF	1.00	100.00
40	24" CMR Cover	100	LF	1.00	100.00
41	24" CMR Cover	100	LF	1.00	100.00
42	24" CMR Cover	100	LF	1.00	100.00
43	24" CMR Cover	100	LF	1.00	100.00
44	24" CMR Cover	100	LF	1.00	100.00
45	24" CMR Cover	100	LF	1.00	100.00
46	24" CMR Cover	100	LF	1.00	100.00
47	24" CMR Cover	100	LF	1.00	100.00
48	24" CMR Cover	100	LF	1.00	100.00
49	24" CMR Cover	100	LF	1.00	100.00
50	24" CMR Cover	100	LF	1.00	100.00
51	24" CMR Cover	100	LF	1.00	100.00
52	24" CMR Cover	100	LF	1.00	100.00
53	24" CMR Cover	100	LF	1.00	100.00
54	24" CMR Cover	100	LF	1.00	100.00
55	24" CMR Cover	100	LF	1.00	100.00
56	24" CMR Cover	100	LF	1.00	100.00
57	24" CMR Cover	100	LF	1.00	100.00
58	24" CMR Cover	100	LF	1.00	100.00
59	24" CMR Cover	100	LF	1.00	100.00
60	24" CMR Cover	100	LF	1.00	100.00
61	24" CMR Cover	100	LF	1.00	100.00
62	24" CMR Cover	100	LF	1.00	100.00
63	24" CMR Cover	100	LF	1.00	100.00
64	24" CMR Cover	100	LF	1.00	100.00
65	24" CMR Cover	100	LF	1.00	100.00
66	24" CMR Cover	100	LF	1.00	100.00
67	24" CMR Cover	100	LF	1.00	100.00
68	24" CMR Cover	100	LF	1.00	100.00
69	24" CMR Cover	100	LF	1.00	100.00
70	24" CMR Cover	100	LF	1.00	100.00
71	24" CMR Cover	100	LF	1.00	100.00
72	24" CMR Cover	100	LF	1.00	100.00
73	24" CMR Cover	100	LF	1.00	100.00
74	24" CMR Cover	100	LF	1.00	100.00
75	24" CMR Cover	100	LF	1.00	100.00
76	24" CMR Cover	100	LF	1.00	100.00
77	24" CMR Cover	100	LF	1.00	100.00
78	24" CMR Cover	100	LF	1.00	100.00
79	24" CMR Cover	100	LF	1.00	100.00
80	24" CMR Cover	100	LF	1.00	100.00
81	24" CMR Cover	100	LF	1.00	100.00
82	24" CMR Cover	100	LF	1.00	100.00
83	24" CMR Cover	100	LF	1.00	100.00
84	24" CMR Cover	100	LF	1.00	100.00
85	24" CMR Cover	100	LF	1.00	100.00
86	24" CMR Cover	100	LF	1.00	100.00
87	24" CMR Cover	100	LF	1.00	100.00
88	24" CMR Cover	100	LF	1.00	100.00
89	24" CMR Cover	100	LF	1.00	100.00
90	24" CMR Cover	100	LF	1.00	100.00
91	24" CMR Cover	100	LF	1.00	100.00
92	24" CMR Cover	100	LF	1.00	100.00
93	24" CMR Cover	100	LF	1.00	100.00
94	24" CMR Cover	100	LF	1.00	100.00
95	24" CMR Cover	100	LF	1.00	100.00
96	24" CMR Cover	100	LF	1.00	100.00
97	24" CMR Cover	100	LF	1.00	100.00
98	24" CMR Cover	100	LF	1.00	100.00
99	24" CMR Cover	100	LF	1.00	100.00
100	24" CMR Cover	100	LF	1.00	100.00

TOTAL Bids Price (Base Bid) \$1,000.00
 (Figures)
 \$1,000.00 (Words)
 One Thousand Dollars

- The Bids have been computed in accordance with Paragraph 11.03.8 of the General Conditions.
- Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and that payment for all unit price bid items will be based on actual quantities determined as provided in the Contract Documents.
- The undersigned agrees that the unit prices shall govern in settling the Bid, and a lump sum shall be paid in the Total Estimated Price and Total Amount of Unit Price Bid as shown above after variations are checked and corrections made. If any the Total Amount of Unit Price Bid as corrected shall be used in settling the Contract.
- The Owner reserves the right to reject any or all bids.

Stepp, Tim

Tim Stepp 8/18/11

From: Woodrow, Vicki
Sent: Thursday, August 18, 2011 1:15 PM
To: doall@midrivers.com
Cc: Stepp, Tim; Thompson, Ricknold; Mullen, Norman
Subject: IFB 512032 - Notice of Award
Attachments: IFB_512032_NoticeofAward.pdf; 512032_Contract.pdf

Dear Mr. Otto,

Attached is the Notice of Award under IFB 512032 for the Mr. M. Landfill. Also attached for your review is the final contract for your review. Please let me know by close of business today, Thursday, August 18, 2011, if you accept the work and if there are any issues with the contract.

As stated in both the bid documents and the Notice of Award, DEQ is hoping work can begin at the site by this coming Monday, August 22, 2011. Therefore, if you accept the work, DEQ will finalize the contract and route internally for signatures. Once that process is completed, DEQ will email/fax a copy to you for execution to meet the August 22 date.

Please let me know if you have any questions or concerns.

Vicki Woodrow

Contracts Officer/Manager



**Montana Department of
ENVIRONMENTAL QUALITY**

Office of Financial Services

Department of Environmental Quality

PO Box 200901, Helena, MT 59620-0901

Phone: 406-444-3101

Fax: 406-444-1804

Email: vwoodrow@mt.gov

[Mission Statement](#) | [About Financial Services](#) | [Contact Us](#)

RECEIVED

AUG 18 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

214 812/11

Steph, Tim

From: Woodrow, Vicki
Sent: Tuesday, August 15, 2011 7:16 PM
To: oregon@timothy.com
Cc: Steph, Tim; Thompson, Richard; Nelson, Nathan
Subject: IFE 812012 - Notice of Award
Attachment: IFE_812012_NoticeAward.pdf; IFE012_Contract.pdf

Dear Mr. ODE,

Attached is the Notice of Award under IFE 812012 for the Mt. Hood. Also attached for your review is the final contract for your review. Please let me know by close of business today, Thursday, August 18, 2011, if you accept the work and if there are any questions with the contract. As stated in both the bid document and the Notice of Award, ODE is helping with the bid at the site by the closing Monday, August 22, 2011. Therefore, if you accept the work, ODE will provide the contract and will provide for signature. Once that process is completed, ODE will provide a copy to you for review to meet the August 22 date.

Please let me know if you have any questions or concerns.

Vicki Woodrow

Contracts Officer/Manager

OREGON DEPARTMENT OF
ENVIRONMENTAL QUALITY
Office of Financial Services
Department of Environmental Quality
700 NE Oregon Street, Suite 1000
Portland, OR 97232-3801
Phone: 503-464-3101
Fax: 503-464-1204
Email: oregon@timothy.com

Mount Hood National Forest / Forest Management Plan

RECEIVED

AUG 18 2011

DEPT OF ENVIRONMENTAL QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor

PO Box 200901 • Helena, MT 59620-0901 • (406) 444-2344 • www.deq.mt.gov

NOTICE OF AWARD

August 18, 2011

Do-All Construction
Attn: Duane Otto
440 Bach Avenue
Lewistown, MT 59457

RE: Invitation for Bid #512032 for the purpose of Stormwater Improvements at Mr. M Landfill

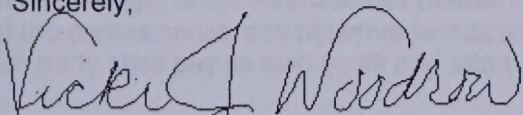
Dear Mr. Otto:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has accepted your bid for contracted services under DEQ IFB #512032 for Stormwater Improvements at Mr. M. Landfill.

Award of a contract is contingent on the successful negotiation of final terms and conditions, the signing of a contractual agreement by both parties, and receipt by DEQ of the proof of the required insurances to include Workers' Compensation Insurance or an Independent Contractor's Exemption prior to execution of the contract.

Please contact me of your acceptance of this award and to negotiate the final issues concerning this award no later than close of business today, Thursday, August 18, 2011 (vwoodrow@mt.gov | 406-444-3101). As stated in the bid documents, DEQ is hoping for a contract start date of Monday, August 22, 2011. Failure to respond to this Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,


Vicki J. Woodrow, Contracts Officer

Cc: Bid File
Tim Stepp, PCD/WUTMB

RECEIVED

AUG 18 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

NOTICE OF AWARD

August 18, 2011

Mr. [Name]
 [Address]
 Helena, MT 59601

Re: Invitation for Bid #012025 for the design of stormwater improvements at Mt. St. Lawrence

Dear Mr. [Name]:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has accepted your bid for the contract services under DEQ #012025 for stormwater improvements at Mt. St. Lawrence.

A contract is being awarded on the successful negotiation of final terms and conditions. The signing of a contract agreement by both parties, and receipt by DEQ of the bid of the required documents to include: Vendor's Completion Schedule or an Independent Contractor's Estimation prior to execution of the contract.

Please contact [Name] at your residence at this award and to negotiate the final award concerning the award on [Date] at [Address].

As stated in the bid documents, DEQ is holding for a contract start date of Monday, August 22, 2011. Failure to respond to this Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,

Vicki J. Woodbury, Contract Officer

RECEIVED

AUG 18 2011

DEPT OF ENVIRONMENTAL QUALITY
 WASTE & UNDERGROUND TANK
 MANAGEMENT BUREAU

Mr. [Name]
 Two State PCD WYMB

**DEQ CONTRACT NO. 512032
STANDARD FORM OF CONTRACT
LIMITED CONSTRUCTION WORK**

This CONTRACT is between the CONTRACTOR (as stated herein below) and the MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ").

WITNESSETH, that Contractor and DEQ for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK. Contractor shall perform the following work procured by Limited Solicitation and described as follows:

The Work will consist of, but is not necessarily limited to, providing all labor, equipment and incidentals necessary to perform Stormwater Control Improvements at Mr. M Landfill in accordance with the Limited Solicitation, the Standard Form of Contract, Limited Construction Work (including any attachments) and Attachment A Standard Terms and Conditions attached hereto and incorporated herein by reference.

This Contract consists of the Limited Solicitation, the Standard Form of Contract, Limited Construction Work Scope of Work, Standard Terms and Conditions and the Contractor's submitted Price Quote Form.

ARTICLE 2. TIME OF COMPLETION. Time is of the essence for this Contract. Construction will begin by August 22, 2011 and end by August 31, 2011.

ARTICLE 3. THE CONTRACT SUM. DEQ shall pay Contractor for the work performed based upon the lump sum bid as shown on the Price Quote Form (subject to additions and deletions by Change Order). The lump sum bid shall include mobilization and demobilization costs (including costs of insurance and bonding), loading and hauling materials from the staging area, and any miscellaneous costs incidental to the work.

All costs in connection with the work, including, but not limited to, the furnishing equipment, tools, supplies, and providing all necessary labor and supervision to fully complete the work, shall be included in the lump sum price bid. No item that is required for the proper and successful completion of the work will be paid for outside or in addition to the lump sum price bid.

ARTICLE 4. PROGRESS PAYMENTS. No Progress Payments will be made under this Contract.

ARTICLE 5. FINAL PAYMENT. Final payment shall be paid by DEQ to Contractor in accordance with the time periods specified by state law, when: 1) the work has been completed to DEQ's satisfaction and 2) the Contract is fully performed.

ARTICLE 6. JURISDICTION AND VENUE. The laws of Montana govern this Contract. The parties agree that any litigation concerning this contract, unless the parties agree to arbitration or mediation, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and the parties consent to personal jurisdiction, subject matter jurisdiction, and venue in that court. Each party shall pay its own costs and attorney fees.

ARTICLE 7. MISCELLANEOUS.

1. Taxes/Permits/Fees. Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees and comply with all laws, ordinances, rules, regulations and lawful orders bearing on the performance of the work.

2. Labor/Materials Equipment. Unless otherwise specified, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction and services for the

proper execution and completion of the work. Unless otherwise specified, all material and equipment provided shall be in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.

3. Indemnification and Insurance. Contractor shall maintain for the duration of the contract, at its cost and expense, insurance at the limits and types required by DEQ for this Contract, against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, its agents, employees, representatives, assigns, or subcontractors.

a. Hold Harmless and Indemnification: Contractor agrees to protect, defend, and save the DEQ, its officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of services or work performed or omission of services or work performed or in any way resulting from the acts, negligent or otherwise, or omissions of Contractor, its agents, employees, assigns, and/or subcontractors under this Contract.

b. Contractor's Insurance: Insurance required under all sections herein shall be in effect for the duration of the contract. Insurance required herein shall be provided by insurance policies issued only by companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor shall commence work under this Contract until all required insurance has been obtained and proof of insurance, in the form of certificates of insurance satisfactory to DEQ, have been delivered to DEQ.

c. Contractor shall carry Workers' Compensation Insurance, maintained at the limits required by statute. Such Workers' Compensation Insurance shall protect Contractor from claims made by his own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by Contractor or Subcontractor. Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.

d. Contractor shall carry occurrence coverage Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability: \$100,000 per occurrence; aggregate limit of \$300,000.

i. The Commercial General Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the work under this Contract, or operations incidental thereto, whether such work and operations be by Contractor or by Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractor, or by anyone for whose acts any of them may be liable.

ii. Contractor's liability insurance policies shall list DEQ as additional insured.

iii. Contractor's insurance coverage shall be PRIMARY insurance with respect to DEQ, its officers, elected and appointed officials, employees and agents. Any insurance or self insurance maintained by the state, its officers, elected and appointed officials, employees and agents shall be excess of the Contractor's insurance and shall not be attributable to it.

e. The insurance required under this Contract shall not be cancelled or materially changed unless Contractor provides at least thirty (30) days prior written notice to DEQ.

4. Construction Contractor Registration. If Contractor is a "construction contractor" as defined in 39-9-102, Contractor must register with the Department of Labor & Industry under 39-9-201 and 39-9-204, MCA, PRIOR to the Contract being executed by the State of Montana for all projects greater than \$2,500.00 and a copy of the registration certificate must be provided to DEQ.

5. Gross Receipts Tax. In compliance with 15-50-206, MCA, 1% of Contractor's gross receipts will be withheld from all payments due for Contracts over \$5,000.

6. Equal Employment Opportunity. All hiring and other employment practices shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

7. Record Keeping. Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to DEQ, the Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Contractor shall keep accounting records for a period of three years after completion and acceptance of the project by DEQ.

8. Montana Prevailing Wage Rate Requirements. Contractor must comply with the requirements for payment of wages set out in Title 18, Chapter 2, Part 4, MCA. The rates applicable to this project will generally be the rates specified for heavy and highway construction applicable to Fergus County as described in Attachment B. The current Montana Prevailing Wage Book(s) may be downloaded from the State of Montana's website at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>. Contractor agrees to pay required wage rates and comply with all other legal requirements for fringe benefits, hours and working conditions. Bidder should, if uncertain of legal requirements or applicable rates for this project or certain categories of workers, seek clarification from the Montana Department of Labor and Industry (phone 406-444-5600 / email <http://erd.dli.mt.gov/laborstandard/wagehrprevail.asp>).

9. Weed Control. To prevent the spread of noxious weeds into the project area, all equipment and vehicles including wheels, tracks, undercarriages, fenders, blades and buckets shall be cleaned with high-pressure water before mobilizing to the site. Driving equipment through weedy areas on or near the site is forbidden, and a penalty of five hundred dollars (\$500) per occurrence will be charged to Contractor.

10. Independent Contractor. Contractor shall have the status of an independent contractor for this project. As such, Contractor is responsible for the means, methods, techniques, sequences and procedures of construction to meet the project specifications, including the safety precautions incident thereto. Contractor is also responsible for establishing the standards of safety for its employees, subcontractors, and invitees.

11. Bonding Requirements. No performance or payment bonds will be required for this Contract. However, DEQ may withhold \$1,000 from amounts due and owing Contractor per Section 18-2-404(2) to secure the faithful performance of the work and payment of all of Contractor's obligations under this Contract. DEQ may use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work.

ARTICLE 8. MODIFICATIONS. This Contract may not be enlarged, modified, or altered except by a written modification (Change Order) signed by DEQ and Contractor and attached to the original of this Contract. No handwritten change, addition or erasure of any printed portion of this Contract shall be valid or binding upon either party.

ARTICLE 9. TERMINATION. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon termination for default, the parties shall have such rights and remedies as each would have against the other at law or in equity under the statutes, rules, and case law of the State of Montana. DEQ and Contractor agree that in the event either of them incurs any legal costs or attorneys' fees whatsoever, each party shall pay its own legal costs and attorneys' fees.

This Contract may be terminated in whole or in part in writing, by the DEQ for its convenience, provided that the Contractor is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with DEQ prior to termination.

Upon termination for DEQ's convenience, Contractor shall be entitled to payment in accordance with this Contract for work performed by Contractor during the period prior to the effective date of termination. Partial payment on account of unit price work will be based on the number of units completed. Payment on account of lump sum work will be based on DEQ's determination of the percentage of lump sum work completed. In the absence of an express written agreement, DEQ shall not pay Contractor on account of materials delivered and suitably stored on the site, but not yet incorporated into the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The Agreement shall be effective only after signature of both parties and the effective date of this agreement shall be the later of the dates of signature.

CONTRACTOR:

OWNER:

DO-ALL CONSTRUCTION

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

DUANE OTTO
440 Bach Avenue
Lewistown, MT 59457

VICKI J. WOODROW
Contracts Officer
Financial Services
Metcalf Building
1520 E. Sixth Avenue, P.O. Box 200901
Helena, MT 59620-0901

Date _____

Date _____

Taxpayer's I.D. No. 81-0520746

Contractor's Registration
Certificate No. 13117

Approved for Legal Content:

DUNNS No. 086054496

DEQ Legal Counsel

Date _____

Attachment A – Standard Form of Contract

Standard Terms and Conditions

QUALIFICATIONS

Owner shall evaluate the qualifications of each prospective Bidder to determine if he or she is a "responsible bidder," a person fully capable in all respects to perform the contract requirements and with the integrity and reliability which assures good faith performance. No contract will be awarded to a "nonresponsible bidder."

CONTRACT AWARD

Owner intends to award this contract to the lowest responsive and responsible Bidder. Section 18-1-102, MCA.

BID CANCELLATION / REJECTION OF BIDS

An invitation for bids or other solicitation may be canceled or any or all bids may be rejected in whole or in part when it is in the best interests of the State of Montana.

PROTEST PROCEDURE

Bidders may protest a solicitation or award of a contract determined to be in violation of law. The protest must be in writing and explain in detail all of the protester's objections. A protest involving the solicitation or award of a contract shall under the terms of this solicitation follow the provisions of Section 18-4-242, MCA. Owner is under no obligation to delay, halt or modify the procurement process due to a protest.

VENUE

Any claim or dispute arising out of an express contract entered into with the State of Montana shall be governed by the laws of Montana. The parties agree that any litigation concerning such claim or dispute must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorneys fees.

CONTRACT TERMINATION

Owner shall have the absolute right to terminate the contract in whole or in part pursuant to Standard Form of Contract for Limited Construction and the terms of the Limited Solicitation.

CONTRACT REFERENCE

The DEQ Contract number shall be referred to on all invoices, pay requests, contract forms, correspondence and any other documents relating to the Work to be done under the contract.

ASSIGNMENT, TRANSFER & SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Owner.

CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications shall be granted without Owner's prior written consent. Supplies delivered which do not conform to the contract documents may be rejected and returned at Contractor's expense.

UNAVAILABILITY OF FUNDING

Owner at its sole discretion may terminate or reduce the scope of the contract if available funding is reduced or is otherwise for any reason not available.

COLLUSION PROHIBITED

The Bidder's signature on its bid guarantees the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

DELIVERY/SHIPPING

Unless otherwise specified in the contract documents, all supplies shall be shipped prepaid, F.O.B. destination to the site of the Work.

Attachment B – Standard Form of Contract

Montana Prevailing Wage Determinations

MONTANA PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION 2011

Effective: January 27, 2011

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM) 24.17.501(4) – (4)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100001 Modification No.8 have been adopted by the Montana Department of Labor and Industry for use in Heavy Construction projects and are included in this publication. These rates apply statewide or as shown in MT100001 Modification No. 8.

C. Definition of Public Works Contracts

Montana Code Annotated, section 18-2-401(1)(a), defines “public works contract” as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

II. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are *"performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

J. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: January 27, 2011

HEAVY CONSTRUCTION WAGE RATES

General Wage Determinations Issued Under
The Davis-Bacon and Related Acts

State: Montana

Construction Types: Heavy

Counties: Montana Statewide

ZONE DEFINITIONS

CARPENTERS, CEMENT MASONS*, LABORERS, AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

Zone 1 0 to 30 miles - Base Pay

Zone 2 30 to 60 miles - Base Pay + \$2.95

Zone 3 Over 60 miles - Base Pay + \$4.70

*CEMENT MASONS ZONES The above cities plus DILLON, GLASGOW, GLENDIVE, SIDNEY

CARP0028-002 05/01/2009

	Rates	Fringes
Carpenters (Zone 1)		
Carpenter & Pilebuck	\$23.25	\$8.90
Millwright	\$27.25	\$8.90

CARP0028-004 06/01/2006

	Rates	Fringes
Diver Tender	\$27.27	\$7.80
Diver	\$56.54	\$7.80

DEPTH PAY (Surface Diving)

050 to 100 feet \$2.00 per foot

101 to 150 feet \$3.00 per foot

151 to 220 feet \$4.00 per foot

221 ft & deeper \$5.00

ELEC0044-001 06/01/2010

	Rates	Fringes
Line Construction		
(1) Lineman	\$37.73	4.75% + \$10.61
(2) Equipment Operator	\$25.13	4.75% + \$10.95
(3) Experienced Groundman	\$20.27	4.75% + \$10.33

ELEC0233-001 08/01/2009

BLAINE, BROADWATER, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LEWIS & CLARK, LIBERTY, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.96	4.75% + \$9.36

ELEC0233-002 08/01/2009

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.10	4.75% + \$10.80

ELEC0532-001 06/01/2010

GALLATIN, PARK, AND SWEET GRASS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.61	\$10.27

ELEC0532-003 06/01/2010

BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, MCCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$29.38	1.75% + \$8.39

ELEC0768-001 06/01/2009

FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.02	\$10.37

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

- Zone 1: 0 to 30 miles - Base Pay
- Zone 2: 30 to 60 miles - Base Pay + \$3.50
- Zone 3: Over 60 miles - Base Pay + \$5.50

	Rates	Fringes
Power Equipment Operator		
(Zone 1)		
Group 1	\$23.47	\$9.50
Group 2	\$23.94	\$9.50
Group 3	\$24.34	\$9.50
Group 4	\$25.00	\$9.50
Group 5	\$25.50	\$9.50
Group 6	\$26.60	\$9.50
Group 7	\$27.10	\$9.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor, Auto Fine Grader, Belt Finishing Machine, Boring Machine, small, Cement Silo, Crane, A-Frame Truck Crane, Crusher Conveyor, DW-10, 15, and 20 Tractor Roller, Farm Tractor, Forklift, Form Grader, Front-End Loader under 1 cu yd, Heavy Duty Drills, Herman Nelson Heater, Mulching Machine, Oiler, all except Cranes & Shovels, Pumpman

GROUP 2: Air Doctor, Backhoe/Excavator/Shovel to and including 3 cu yd, Bit Grinder, Bituminous Paving Travel Plant, Boring Machine, large, Broom, Self-Propelled, Concrete Travel Batchers, Concrete Float & Spreader, Concrete Bucket Dispatcher, Concrete Finish Machine, Concrete Conveyor, Distributor, Dozer, Rubber-Tired, Push & Side Boom, Elevating Grader/Gradall, Field Equipment Serviceman, Front-End Loader 1 cu yd to including 5 cu yd, Grade Setter, Heavy Duty Drills, all types, Hoist/Tugger, all, Hydralift & similar, Industrial Locomotive, Motor Patrol, except Finish, Mountain Skidder, Oiler - Cranes & Shovels, Pavement Breaker, EMSCO, Power Saw, Self-Propelled, Pugmill, Pumpcrete/Grout Machine, Punch Truck, Roller, other than Asphalt, Roller, Sheepfoot, Self-Propelled, Roller, 25 tons and over, Ross Carrier, Rotomill under 6 ft, Trenching Machine, Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine, Asphalt Screed, Backhoe/Excavator/Shovel over 3 cu yd, Cableway Highline, Concrete Batch Plant, Concrete Curing Machine, Concrete Pump, Cranes, Creter, Cranes, Electric Overhead, Cranes, 24 tons and under, Curb Machine/Slip Form Paver, Finish Dozer, Front-end Loader over 5 cu yd, Mechanic/Welder, Pioneer Dozer, Roller, Asphalt (Breakdown & Finish), Rotomill, over 6 ft, Scraper, single, twin, or pulling Belly Dump, Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator, Cranes, 25 tons to 44 tons, Crusher Operator, Finish Motor Patrol, Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons;

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley (all).

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick, Helicopter Hoist, Crane, Tower (all).

IRON0014-002 07/01/2009

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES

	Rates	Fringes
IRONWORKER	\$25.34	\$16.58

IRON0732-009 06/01/2010

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER	\$25.57	\$17.21

LABO1686-001 05/01/2008

	Rates	Fringes
LABORER (Zone 1)		
Group 1	\$17.14	\$6.72
Group 2	\$20.10	\$6.72
Group 3	\$20.24	\$6.72
Group 4	\$21.00	\$6.72

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: All General Labor Work; Burning Bar, Bucket Man, Carpenter Tender, Caisson Worker, Cement Mason Tender, Cement Handler (dry), Chuck Tender, Choker Setter, Concrete Worker, Curb Machine-Lay Down, Crusher and Batch Worker, Fence Erector, Form Setter, Form Stripper, Heater Tender, Landscaper, Pipe Wrapper, Pot Tender, Powderman Tender, Rail and Truck Loaders and Unloaders, Ripraper, Sealants for concrete and other materials, Sign Erection, Guard Rail and Jersey Rail, Stake Jumper, Spike Driver, Signalman, Tail Hoseman, Tool Checker and Houseman, Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Graderman), Equipment Handler; Geotextile and Liners, High-Pressure Nozzleman, Jackhammer (Pavement Breaker); Laser Equipment, Non-Riding Rollers, Pipelayer, Posthole Digger (Power), Power Driven Wheelbarrow, Rigger, Sandblaster, Sod Cutter-Power.

GROUP 4: Asphalt Raker, Cutting Torch, Grade Setter; High-Scaler, Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill, Track or Truck mounted Wagon Drill, Welder including Air Arc.

PAIN0260-001 07/01/2002

BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of PHILLIPSBURG), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern city limits of HELMSVILLE), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
PAINTER	\$13.85	1% + \$3.45

PAIN0260-002 07/01/2002

FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of PHILLIPSBURG), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of HELMSVILLE), RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
PAINTER	\$16.85	1% + \$3.45

PAIN1922-001 06/01/2009

BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

PAINTER

(Industrial includes industrial plants, tanks, pipes, bridges)

Rates	Fringes
\$21.00	\$0.00

PLAS0119-001 05/01/2008

STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)

	Rates	Fringes
CEMENT MASONS (Zone 1)		
Area 1	\$18.83	\$6.96
Area 2	\$20.24	\$6.86

AREA 1: STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)
 AREA 2: DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

PLUM0030-003 09/01/2009

BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
PLUMBER		
Commercial	\$28 25	\$13 40
Industrial - Power Generating Plants	\$30 60	\$13 40

PLUM0041-001 07/01/2010

BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET GRASS COUNTIES

	Rates	Fringes
PLUMBER	\$28 25	\$13 05

PLUM0459-001 05/01/2010

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS

	Rates	Fringes
PLUMBER	\$27 51	\$12 08

TEAM0002-001 05/01/2008

	Rates	Fringes
TRUCK DRIVERS: (Zone 1)		
Group 1	\$ 14 14	\$5 92
Group 2	\$ 18 84	\$5 92

TRUCK DRIVERS CLASSIFICATIONS:**GROUP 1:** Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver, All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor, Dumpsters; Flat Trucks, Servicemen, Lowboys, Four-Wheel Trailers, Float Semi-Trailer, Lumber Carriers, Lift Trucks & Fork Lifts, Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom, Service Truck Drivers, Fuel Truck Drivers, Tiremen, All Water Tank Drivers, Petroleum Products Drivers, Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental

END OF GENERAL DECISION

**MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION 2011**

Effective: January 27, 2011

**Brian Schweitzer, Governor
State of Montana**

**Keith Kelly, Commissioner
Department of Labor & Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM) 24.17.501(3) – (3)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: *“Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.”*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway, grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100002 Modification No.0 have been adopted by the Montana Department of Labor and Industry for use in Highway Construction projects and are included in this publication. These rates apply statewide or as shown in MT100002 Modification No. 0.

C. Definition of Public Works Contracts

Montana Code Annotated, section 18-2-401(11)(a), defines *“public works contract”* as *“a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”*

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This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rates schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

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**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: January 27, 2010

HIGHWAY CONSTRUCTION WAGE RATES

General Wage Determinations Issued Under
the Davis-Bacon and Related Acts

State: Montana

Construction Types: Highway

Counties: Montana Statewide.

****ZONE PAY****

CEMENTS MASONS, IRON WORKERS, LABORERS, POWER EQUIPMENT OPERATORS, TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following towns to the center of the job:

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ZONE 1: 0 to 30 miles - Free

ZONE 2: 30 to 60 miles - Base Pay + \$2.50

ZONE 3: Over 60 miles - Base Pay + \$4.00

CARPENTERS

ZONE 1: 0 to 30 miles - Free

ZONE 2: 30 to 50 miles - Base Pay + \$3.00

ZONE 3: Over 50 miles - Base Pay + \$4.80

	Rates	Fringes
CARPENTER		
Carpenter, Piledriverman	\$22.71	\$8.85
Millwright	\$24.78	\$8.85

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 21.37	\$8.50

	Rates	Fringe
ELECTRICIAN		
Area 1	\$18.74	\$2.93 + 3.8%
Area 2	\$20.13	\$4.76 + 3.8%
Area 3	\$19.98	\$3.44 + 3.8%
Area 4	\$19.84	\$3.51 + 3.8%
Area 5	\$20.54	\$3.54 + 3.8%
Area 6	\$18.02	\$3.44 + 3.8%

LINE CONSTRUCTION

	Rates	Fringes
Equipment Operator	\$19.16	\$5.05
Groundman	\$15.40	\$5.05

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

IRONWORKER

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Counties

	Rates	Fringes
	\$25.50	\$14.36
Remaining Counties		
	Rates	Fringes
	\$23.15	\$13.71

LABORER

	Rates	Fringes
Group 1	\$17.18	\$6.75
Group 2	\$19.97	\$6.75
Group 3	\$20.17	\$6.75
Group 4	\$21.07	\$6.75

LABORERS CLASSIFICATION

GROUP 1: Flag person

GROUP 2: All General Labor Work, Burning Bar, Bucket Man, Carpenter Tender, Caisson Worker, Cement Mason Tender, Cement Handler (dry), Chuck Tender, Choker Setter, Concrete Worker, Curb Machine-Lay Down, Crusher and Batch Plant Worker, Fence Erector, Form Setter, Form Stripper, Heater Tender, Landscaper, Pipe Wrapper, Pot Tender, Powderman Tender, Rail and Truck Loaders and Unloaders, Riprapp, Sealants for Concrete and other materials, Sign Erection, Guard Rail and Jersey Rail, Stake Jumper, Spike Driver, Signalman, Tail Hoseman, Tool Checker and Houseman, Traffic Control Worker.

GROUP 3: Concrete Vibrator, Dumpman (Grademan), Equipment Handler, Geotextile and Liners, High-Pressure Nozzlemen, Jackhammer (Pavement Breaker), Laser Equipment, Non-riding Rollers, Pipelayer, Posthole Digger (power), Power Driven Wheelbarrow, Rigger, Sandblaster, Sod Cutter-Power, Tampers.

GROUP 4: Asphalt Raker, Cutting Torch, Grade Setter, High-Scaler, Power Saws (Faller & Concrete), Powderman (\$1.00 per hour above Group 4 rate), Rock & Core Drill, Track or Truck Mounted Wagon Drill, Welder including Air Arc

	Rates	Fringes
PAINTER	\$24 00	\$8 00

Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips.

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	\$21 52	\$8 00
Group 2	\$23 55	\$8 00
Group 3	\$24 41	\$8 00
Group 4	\$25 10	\$8 00
Group 5	\$26 44	\$8 00
Group 6	\$27 13	\$8 00
Group 7	\$29 23	\$8 00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo; Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-End Loader under 1 cu yd; Oiler; Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels).

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchers; Distributor; Dozer, Rubber Tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler; Cranes & Shovels; Pavement Breaker; EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or Pulling Belly Dump; Yo Yo Cat Front-End Loader over 5 cu yd.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower (all); Crane, Whirley (all); Helicopter Hoist.

TRUCK DRIVER

	Rates	Fringes
Group 1	\$18.54	\$7.86
Group 2	\$23.69	\$7.86

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman; Partsman; Cardex and Warehouse Expeditor; Water Trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

END OF GENERAL DECISION

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE
 IN RESPONSE TO A RESOLUTION OF THE HOUSE OF REPRESENTATIVES
 PASSED MAY 10, 1890, RELATIVE TO THE LANDS BELONGING TO THE
 UNITED STATES IN THE TERRITORY OF ARIZONA

SECTION	ACRES	VALUATION
1	10,000	\$100,000
2	10,000	\$100,000
3	10,000	\$100,000
4	10,000	\$100,000
5	10,000	\$100,000
6	10,000	\$100,000
7	10,000	\$100,000
8	10,000	\$100,000
9	10,000	\$100,000
10	10,000	\$100,000

SECTION 1. The lands described in this report are situated in the Territory of Arizona, and are owned by the United States. They are situated in the following counties: Coconino, Mohave, Yavapai, and Yuma.

SECTION 2. The lands described in this report are situated in the Territory of Arizona, and are owned by the United States. They are situated in the following counties: Coconino, Mohave, Yavapai, and Yuma.

SECTION 3. The lands described in this report are situated in the Territory of Arizona, and are owned by the United States. They are situated in the following counties: Coconino, Mohave, Yavapai, and Yuma.

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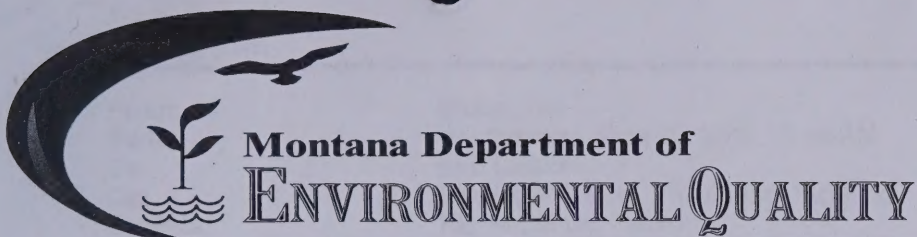
SECTION 5. The lands described in this report are situated in the Territory of Arizona, and are owned by the United States. They are situated in the following counties: Coconino, Mohave, Yavapai, and Yuma.

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SECTION 9. The lands described in this report are situated in the Territory of Arizona, and are owned by the United States. They are situated in the following counties: Coconino, Mohave, Yavapai, and Yuma.



**Montana Department of
ENVIRONMENTAL QUALITY**

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

August 9, 2011

Marvin & Sandy Mintyala
1265 Elm Street #34
Clarkston WA 99403-2374

**Re: Entry for Construction Project to Recontour Storm Water Pond and Alter
Associated Drainage at Mister M Landfill; DEQ v. Mintyala, Fergus County
District Court Case DV 2000-146**

Dear Mr. and Mrs. Mintyala:

I am writing to notify you that employees or agents of the Department of Environmental Quality, Great West Engineering, and the successful bidder plan to enter the Mister M landfill property owned by you at about 8 a.m. on August 22, 2011, to begin work on the project concerning the storm water pond and associated drainage that I wrote to you about in January 2011, and about which the Fergus County District Court entered an order on June 13, 2011. Those entities may continue to enter to work on the project until August 31, 2011.

Sincerely,

Norman J. Mullen
Attorney for Department
406-444-4961 voice; 444-4386 fax
nmullen@mt.gov email

encls.
c. DEQ- ENF, WUTMB-SW, chron

mullen
RECEIVED
AUG 10 2011
Dept. of Enviro. Quality
Waste & Underground
Tank Management Bureau

C: WUTMB-SW

Montana Department of ENVIRONMENTAL QUALITY



State Capitol Building
Helena, MT 59601-0001

Phone: (406) 444-2300 • Fax: (406) 444-2301 • TDD: (406) 444-2302

August 10, 2011

Mr. & Mrs. [Name]
[Address]
[City, State, Zip]

Re: [Project Name]
[Address]
[City, State, Zip]

Dear Mr. and Mrs. [Name]:

I am writing to you regarding the [Project Name] project. The project is located at [Address]. The project is a [Project Description]. The project is owned by [Owner Name]. The project is being developed by [Developer Name]. The project is being developed for [Purpose]. The project is being developed in accordance with the [Regulation]. The project is being developed in accordance with the [Regulation]. The project is being developed in accordance with the [Regulation].

Sincerely,

[Signature]

Thomas J. [Name]
[Title]
[Address]
[City, State, Zip]

RECEIVED

AUG 10 2011

Dept. of Environmental Quality
Montana Department of Environmental Quality
Helena, MT 59601-0001

cc: [Name]
[Address]
[City, State, Zip]

Stepp, Tim

From: Stepp, Tim
Sent: Wednesday, June 29, 2011 10:46 AM
To: Bob Church
Cc: Stephanie Reinig; Thompson, Ricknold
Subject: RE: Mr. M Bid Packet

Bob,

We have reviewed the cost estimates provided. Upon consideration of your proposal, it seems that MDEQ has expended its options for flexibility in amending the Great West sole-source contract.

The Department has therefore decided to complete the bid package and bid process ourselves.

Thanks for your continued assistance to answer bidder's questions.

Tim

From: Bob Church [<mailto:bchurch@greatwesteng.com>]
Sent: Tuesday, June 21, 2011 3:37 PM
To: Stepp, Tim; Thompson, Ricknold
Cc: Stephanie Reinig
Subject: RE: Mr. M Bid Packet

Tim, Here are our estimates per your request.

For us to assemble the entire contract documents including the boilerplate in DEQ's bidding format would cost \$1,000.

If you want us to print out the spec books/plans, distribute them to interested contractors and maintain a planholders list, that would cost an additional \$700 plus we would charge each contractor that wanted a hard copy \$50 per set.

If you want us to review bids and prepare bid tabs that would cost an additional \$500.

I know DEQ does its own copying, advertising and distributing bid packages but I put these prices in here just to clarify again what we are doing and what DEQ is doing on the project. DEQ also would typically review the bids and prepare a bid tabulation. DEQ also normally does the contracting so I have not included any time in our estimate for this task.

Let me know if you are interested in us doing any of the above tasks. I will then put a scope of work together and DEQ can incorporate it into an amendment to our engineering contract. Thank you and if you have any questions give me a call.

Robert E. Church, PE | Principal
Great West Engineering, Inc.
DIRECT (406) 495-6177

From: Stepp, Tim [<mailto:Tstepp@mt.gov>]
Sent: Thursday, June 16, 2011 4:33 PM
To: Bob Church; Stephanie Reinig
Cc: Hendrickson, Mary; Thompson, Ricknold
Subject: Mr. M Bid Packet

Bob,

The MDEQ has reviewed the design and draft bid packet for the Mr. M Project to modify the storm water drainage system at the closed Class II landfill in Lewistown. We approve the project as proposed.

We intend to select the bidder and award the contract as planned.

Would you, however, provide us with a cost estimate to amend your contract to complete the boilerplate per MDEQ Remediation format. We feel that this change would expedite the process so that we may proceed without delay. The access to the site has been obtained from the court.

Please contact Rick or Mary if you have questions. I'll be back week after next.

Thanks.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

Stepp, Tim

From: Stepp, Tim
Sent: Thursday, June 16, 2011 4:33 PM
To: Bob Church; Stephanie Reinig
Cc: Hendrickson, Mary; Thompson, Ricknold
Subject: Mr. M Bid Packet

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Thanks.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



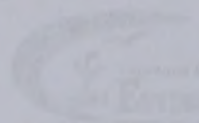
Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: [Name]
Sent: [Date]
To: [Name]
Subject: [Subject]

Bob,
The MWD has reviewed the design and construction for the MWD project in the town of Lewisville. We approve the project as proposed.

We intend to select the bidder and award the contract as planned.
Would you please provide us with a cost estimate to complete the project? We feel that this change would expedite the process so that we may proceed without delay. The access to the site has been obtained from the court.

TIM STEPP



State of Texas
Department of Transportation
Texas Department of Transportation
1000 Ross Avenue
Austin, Texas 78702



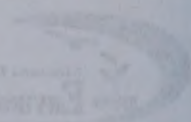
State of Texas
Department of Transportation
Texas Department of Transportation
1000 Ross Avenue
Austin, Texas 78702

TIM STEPP

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State of Texas
Department of Transportation
Texas Department of Transportation
1000 Ross Avenue
Austin, Texas 78702

COPY OF IFB

POSTED ON DEQ

AND DOA WEB PAGES

Stepp, Tim

From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:18 AM
Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold
Subject: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

The Montana Department of Environmental Quality (DEQ) has published an Invitation for Bid for a Limited Construction Project at Mr. M Landfill in Lewistown, Montana. The Bid Document and all other pertinent information is available online at the General Services Division's One Stop Vendor Information page for DEQ (<http://svc.mt.gov/gsd/OneStop/SolicitationList.aspx?AgencyID=4>).

Please note that, due to court imposed time constraints, this bid requires immediate attention for prospective bidders. There is a **mandatory Pre-Bid site visit scheduled for tomorrow, Friday, July 29, at 9:00 a.m. at the project site located at 7 Boyd Creek Road in Lewistown, Montana.** A Contractor's failure to have an authorized representative attend all of the Pre-Bid walk-through disqualifies the Contractor and makes any bid from it for the Work nonresponsive.

Project construction is required to begin August 22 and be completed by August 31. DEQ will accept questions at the pre-bid site visit as well as through August 5, 2011. **Bids are due to DEQ by 5:00 p.m. on August 17.**

DEQ apologizes for the need for a rapid turn-around on this project and the short notice of the pre-bid site visit. Please feel free to contact me if there are any questions or concerns.

Vicki Woodrow
Contracts Officer/Manager



Office of Financial Services
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

[Mission Statement](#) | [About Financial Services](#) | [Contact Us](#)

COPY

**Invitation for Bid #512032
Seeking Price Quotes for
Stormwater Improvements at Mr. M Landfill (Lic. No. 302)**

The Montana Department of Environmental Quality (DEQ) is seeking to enter into a limited construction contract to improve the routing of stormwater runoff from the closed Mr. M Landfill located at 7 Boyd Creek Road in Lewistown, Montana. Work at the landfill shall include the modification of stormwater detention ponds and runoff control features.

There will be a **mandatory Pre-Bid walk-through of the Project area beginning at 9:00 am local time on Friday, July 29, 2011.** Interested contractors are required to attend. **A Contractor's failure to have an authorized representative attend all of the Pre-Bid walk-through disqualifies the Contractor and makes any bid from it for the Work nonresponsive.**

DEQ will accept questions from interested contractors through **5:00 p.m. local time on August 5, 2011.** DEQ shall post its response to those questions no later than **5:00 p.m. local time on August 10, 2011.**

Lump Sum price quotes will be received for one General Contract (attached). Work will consist of, but is not necessarily limited to, the installation of two pond spillways, diversion berms, culverts, riprap, and other minor adjustments to existing runoff ditches, including modification or repair of all affected roads and reseeded of disturbed areas. Work shall proceed and be completed according to all contract documents, specifications, and drawings and all general, supplemental, and special provisions of the Contract. **A full description of the project is included in the Scope of Work (see Attachment A – Project Manual titled “Stormwater Improvements” including drawings) attached hereto and incorporated herein by reference.**

Contractor shall restore all areas disturbed by Contractor's operations such as, but not limited to, access roads and staging areas to the original contours and to conditions equal to or better than the conditions that existed before work commenced. Contractor's costs for restoring disturbed areas is incidental to the Work and no separate payment will be made.

Time is of the essence for this Contract. Construction will begin on August 22, 2011 and end no later than August 31, 2011, weather permitting. Contractor shall be authorized to proceed with work upon execution of the contract by both parties. The Work shall be complete when DEQ determines that Contractor has: 1) satisfactorily performed the services, 2) removed all debris, garbage and unused materials generated by Contractor's operations from the site; 3) restored the road to a safe and travelable condition equal to or better than the conditions that existed before work commenced and 4) fully demobilizes from the site.

Contractor is solely responsible for construction site safety. Contractor shall ensure safe operations and the safety of Contractor's employees during the work. Contractor is solely responsible for the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided be interpreted to mean that either Engineer and/or DEQ assumes responsibility for construction site safety or Contractor's activities. Such responsibility to either Engineer and/or DEQ may not be either transferred, implied or inferred.

DEQ estimates this work will cost between \$35,000 and \$40,000. The purpose of this solicitation is to obtain price quotes from contractors in the area to complete the work.

Each Contractor is asked to provide the following information to DEQ on the attached Price Quote Form:

- Lump sum cost proposal for performing the services required.
- List of equipment to be used during the work.
- Unit price (per hour) for equipment (and operator) to be used for work.
- Taxpayer's ID Number.
- Contractor's Registration Number (if applicable) or a statement as to why it is not required.
- DUNNS Number and CCR Registration

Contractor shall perform and complete the Work described in the attached Scope of Work, in accordance with the Contract and Standard Terms and Conditions and as further clarified during the mandatory Pre-Bid walk-through.

Contractor shall provide all labor, tools, equipment and incidentals necessary to complete the Work as specified. The Lump Sum price bid shall include Contractor's preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project area, site cleanup and demobilization from the site. Any necessary temporary erosion controls (silt fences / straw bales) are incidental to this Work. Contractor's costs for administration, bonding and insurance also shall be included in this Bid Item and no separate payment will be made.

Payment for the services will be based on the lump sum price bid for the structure as shown on the Price Quote Form of the Bid Documents. The DEQ intends to award one contract to the selected contractor based upon the lowest lump sum price quotes received.

The contact person identified by Contractor on the Price Quote Form shall be the individual authorized to submit the price quotes and authorized by that submission to perform the contract if these prices are accepted.

The Price Quote Form may be mailed or hand delivered to:

Hand Delivered To:

Department of Environmental Quality
Attn: Vicki Woodrow
1520 E. Sixth Avenue, Room 3
Helena, MT 59620

Mailed To:

Department of Environmental Quality
Attn: Vicki Woodrow
PO Box 200901
Helena, MT 59620-0901

Questions about this Invitation to Bid must be submitted to Vicki Woodrow in writing at the above noted address or via email at vwoodrow@mt.gov.

Price quotes will be received until, **5:00 pm local time on August 17, 2011, then opened immediately thereafter in room 136, DEQ Metcalf Building, 1520 E. Sixth Avenue, Helena, MT 59620.** If a contract is to be awarded, DEQ after review of the information submitted will notify the contractor with the lowest responsible and responsive lump sum price quote within 5 calendar days of the actual date of reviewing the price quotes received of DEQ's interest in entering into a contract. Each Offeror is cautioned that it is their responsibility to ensure that its price quote is in the possession of the responsible official or his/her designated alternate before the stated time and place. DEQ is not responsible for price quotes delayed by mail and/or delivery services of any nature (i.e., FEDEX, UPS, USPS, DHL, etc.).

The standard form of the contract is attached to this Invitation for Bid.

DEQ reserves the right in its sole discretion to cancel this Invitation for Bid, to reject any and all Offers, to postpone or refuse to award a contract, to consider prices offered by another Offeror, to waive any and all informalities, and to take any other action it deems to be in the best interests of the State of Montana. The reasons therefore will be made a part of the file on this Invitation for Bid. Section 18-4-242, MCA, sets out the exclusive remedies for a solicitation or award of a contract determined to be in violation of the law.

State of Montana DEQ

Tim Stepp
Metcalf Building
1520 E. Sixth Ave.
Helena, MT 59620
406-444-4725

Attachment A – Scope of Work

Project Manual – Stormwater Improvements (pdf file)

Provided under separate cover.

Attachment B – Standard Form of Contract

**DEQ CONTRACT NO. 512032
STANDARD FORM OF CONTRACT
LIMITED CONSTRUCTION WORK**

This CONTRACT is between the CONTRACTOR (as stated herein below) and the MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ").

WITNESSETH, that Contractor and DEQ for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK. Contractor shall perform the following work procured by Limited Solicitation and described as follows:

The Work will consist of, but is not necessarily limited to, providing all labor, equipment and incidentals necessary to perform Stormwater Control Improvements at Mr. M Landfill in accordance with the Limited Solicitation, the Standard Form of Contract, Limited Construction Work (including any attachments) and Attachment A Standard Terms and Conditions attached hereto and incorporated herein by reference.

This Contract consists of the Limited Solicitation, the Standard Form of Contract, Limited Construction Work Scope of Work, Standard Terms and Conditions and the Contractor's submitted Price Quote Form.

ARTICLE 2. TIME OF COMPLETION. Time is of the essence for this Contract. Construction will begin by August 22, 2011 and end by August 31, 2011.

ARTICLE 3. THE CONTRACT SUM. DEQ shall pay Contractor for the work performed based upon the lump sum bid as shown on the Price Quote Form (subject to additions and deletions by Change Order). The lump sum bid shall include mobilization and demobilization costs (including costs of insurance and bonding), loading and hauling materials from the staging area, and any miscellaneous costs incidental to the work.

All costs in connection with the work, including, but not limited to, the furnishing equipment, tools, supplies, and providing all necessary labor and supervision to fully complete the work, shall be included in the lump sum price bid. No item that is required for the proper and successful completion of the work will be paid for outside or in addition to the lump sum price bid.

ARTICLE 4. PROGRESS PAYMENTS. No Progress Payments will be made under this Contract.

ARTICLE 5. FINAL PAYMENT. Final payment shall be paid by DEQ to Contractor in accordance with the time periods specified by state law, when: 1) the work has been completed to DEQ's satisfaction and 2) the Contract is fully performed.

ARTICLE 6. JURISDICTION AND VENUE. The laws of Montana govern this Contract. The parties agree that any litigation concerning this contract, unless the parties agree to arbitration or mediation, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and the parties consent to personal jurisdiction, subject matter jurisdiction, and venue in that court. Each party shall pay its own costs and attorney fees.

ARTICLE 7. MISCELLANEOUS.

1. Taxes/Permits/Fees. Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees and comply with all laws, ordinances, rules, regulations and lawful orders bearing on the performance of the work.

2. Labor/Materials Equipment. Unless otherwise specified, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction and services for the proper execution and completion of the work. Unless otherwise specified, all material and equipment provided shall be in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.

3. Indemnification and Insurance. Contractor shall maintain for the duration of the contract, at its cost and expense, insurance at the limits and types required by DEQ for this Contract, against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, its agents, employees, representatives, assigns, or subcontractors.

a. Hold Harmless and Indemnification: Contractor agrees to protect, defend, and save the DEQ, its officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of services or work performed or omission of services or work performed or in any way resulting from the acts, negligent or otherwise, or omissions of Contractor, its agents, employees, assigns, and/or subcontractors under this Contract.

b. Contractor's Insurance: Insurance required under all sections herein shall be in effect for the duration of the contract. Insurance required herein shall be provided by insurance policies issued only by companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor shall commence work under this Contract until all required insurance has been obtained and proof of insurance, in the form of certificates of insurance satisfactory to DEQ, have been delivered to DEQ.

c. Contractor shall carry Workers' Compensation Insurance, maintained at the limits required by statute. Such Workers' Compensation Insurance shall protect Contractor from claims made by his own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by Contractor or Subcontractor. Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.

d. Contractor shall carry occurrence coverage Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability: \$100,000 per occurrence; aggregate limit of \$300,000.

i. The Commercial General Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the work under this Contract, or operations incidental thereto, whether such work and operations be by Contractor or by Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractor, or by anyone for whose acts any of them may be liable.

ii. Contractor's liability insurance policies shall list DEQ as additional insured.

iii. Contractor's insurance coverage shall be PRIMARY insurance with respect to DEQ, its officers, elected and appointed officials, employees and agents. Any insurance or self insurance maintained by the state, its officers, elected and appointed officials, employees and agents shall be excess of the Contractor's insurance and shall not be attributable to it.

e. The insurance required under this Contract shall not be cancelled or materially changed unless Contractor provides at least thirty (30) days prior written notice to DEQ.

4. Construction Contractor Registration. If Contractor is a "construction contractor" as defined in 39-9-102, Contractor must register with the Department of Labor & Industry under 39-9-201 and 39-9-204, MCA, PRIOR to the Contract being executed by the State of Montana for all projects greater than \$2,500.00 and a copy of the registration certificate must be provided to DEQ.

5. Gross Receipts Tax. In compliance with 15-50-206, MCA, 1% of Contractor's gross receipts will be withheld from all payments due for Contracts over \$5,000.

6. Equal Employment Opportunity. All hiring and other employment practices shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

7. Record Keeping. Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to DEQ, the Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Contractor shall keep accounting records for a period of three years after completion and acceptance of the project by DEQ.

8. Montana Prevailing Wage Rate Requirements. Contractor must comply with the requirements for payment of wages set out in Title 18, Chapter 2, Part 4, MCA. The rates applicable to this project will generally be the rates specified for heavy and highway construction applicable to Fergus County as described in Attachment B. The current Montana Prevailing Wage Book(s) may be downloaded from the State of Montana's website at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>. Contractor agrees to pay required wage rates and comply with all other legal requirements for fringe benefits, hours and working conditions. Bidder should, if uncertain of legal requirements or applicable rates for this project or certain categories of workers, seek clarification from the Montana Department of Labor and Industry (phone 406-444-5600 / email <http://erd.dli.mt.gov/laborstandard/wagehrprevail.asp>).

9. Weed Control. To prevent the spread of noxious weeds into the project area, all equipment and vehicles including wheels, tracks, undercarriages, fenders, blades and buckets shall be cleaned with high-pressure water before mobilizing to the site. Driving equipment through weedy areas on or near the site is forbidden, and a penalty of five hundred dollars (\$500) per occurrence will be charged to Contractor.

10. Independent Contractor. Contractor shall have the status of an independent contractor for this project. As such, Contractor is responsible for the means, methods, techniques, sequences and procedures of construction to meet the project specifications, including the safety precautions incident thereto. Contractor is also responsible for establishing the standards of safety for its employees, subcontractors, and invitees.

11. Bonding Requirements. No performance or payment bonds will be required for this Contract. However, DEQ may withhold \$1,000 from amounts due and owing Contractor per Section 18-2-404(2) to secure the faithful performance of the work and payment of all of Contractor's obligations under this Contract. DEQ may use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work.

ARTICLE 8. MODIFICATIONS. This Contract may not be enlarged, modified, or altered except by a written modification (Change Order) signed by DEQ and Contractor and attached to the original of this Contract. No handwritten change, addition or erasure of any printed portion of this Contract shall be valid or binding upon either party.

ARTICLE 9. TERMINATION. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon termination for default, the parties shall have such rights and remedies as each would have against the other at law or in equity under the statutes, rules, and case law of the State of Montana. DEQ and Contractor agree that in the event either of them incurs any legal costs or attorneys' fees whatsoever, each party shall pay its own legal costs and attorneys' fees.

This Contract may be terminated in whole or in part in writing, by the DEQ for its convenience, provided that the Contractor is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with DEQ prior to termination.

Upon termination for DEQ's convenience, Contractor shall be entitled to payment in accordance with this Contract for work performed by Contractor during the period prior to the effective date of termination. Partial payment on account of unit price work will be based on the number of units completed. Payment on account of lump sum work will be based on DEQ's determination of the percentage of lump sum work completed. In the absence of an express written agreement, DEQ shall not pay Contractor on account of materials delivered and suitably stored on the site, but not yet incorporated into the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The Agreement shall be effective only after signature of both parties and the effective date of this agreement shall be the later of the dates of signature.

CONTRACTOR:

OWNER:

Company:

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Signature: _____

VICKI J. WOODROW
Contracts Officer
Financial Services
Metcalf Building
1520 E. Sixth Avenue, P.O. Box 200901
Helena, MT 59620-0901

Taxpayer's I.D. No. _____

Contractor's Registration
Certificate No. _____

Date _____

Date _____

Approved for Legal Content:

DEQ Legal Counsel

Date _____

Attachment A – Standard Form of Contract

Standard Terms and Conditions

QUALIFICATIONS

Owner shall evaluate the qualifications of each prospective Bidder to determine if he or she is a "responsible bidder," a person fully capable in all respects to perform the contract requirements and with the integrity and reliability which assures good faith performance. No contract will be awarded to a "nonresponsible bidder."

CONTRACT AWARD

Owner intends to award this contract to the lowest responsive and responsible Bidder. Section 18-1-102, MCA.

BID CANCELLATION / REJECTION OF BIDS

An invitation for bids or other solicitation may be canceled or any or all bids may be rejected in whole or in part when it is in the best interests of the State of Montana.

PROTEST PROCEDURE

Bidders may protest a solicitation or award of a contract determined to be in violation of law. The protest must be in writing and explain in detail all of the protester's objections. A protest involving the solicitation or award of a contract shall under the terms of this solicitation follow the provisions of Section 18-4-242, MCA. Owner is under no obligation to delay, halt or modify the procurement process due to a protest.

VENUE

Any claim or dispute arising out of an express contract entered into with the State of Montana shall be governed by the laws of Montana. The parties agree that any litigation concerning such claim or dispute must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorneys fees.

CONTRACT TERMINATION

Owner shall have the absolute right to terminate the contract in whole or in part pursuant to Standard Form of Contract for Limited Construction and the terms of the Limited Solicitation.

CONTRACT REFERENCE

The DEQ Contract number shall be referred to on all invoices, pay requests, contract forms, correspondence and any other documents relating to the Work to be done under the contract.

ASSIGNMENT, TRANSFER & SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Owner.

CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications shall be granted without Owner's prior written consent. Supplies delivered which do not conform to the contract documents may be rejected and returned at Contractor's expense.

UNAVAILABILITY OF FUNDING

Owner at its sole discretion may terminate or reduce the scope of the contract if available funding is reduced or is otherwise for any reason not available.

COLLUSION PROHIBITED

The Bidder's signature on its bid guarantees the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

DELIVERY/SHIPPING

Unless otherwise specified in the contract documents, all supplies shall be shipped prepaid, F.O.B. destination to the site of the Work.

Attachment B – Standard Form of Contract

Montana Prevailing Wage Determinations

MONTANA PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION 2011

Effective: January 27, 2011

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM) 24.17.501(4) – (4)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100001 Modification No.8 have been adopted by the Montana Department of Labor and Industry for use in Heavy Construction projects and are included in this publication. These rates apply statewide or as shown in MT100001 Modification No. 8.

C. Definition of Public Works Contracts

Montana Code Annotated, section 18-2-401(1)(a), defines “public works contract” as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDID (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

"(1) To fulfill the obligation....a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are *"performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

J. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: January 27, 2011

HEAVY CONSTRUCTION WAGE RATES

General Wage Determinations Issued Under
The Davis-Bacon and Related Acts

State: Montana

Construction Types: Heavy

Counties: Montana Statewide

ZONE DEFINITIONS

CARPENTERS, CEMENT MASONS*, LABORERS, AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

Zone 1 0 to 30 miles - Base Pay

Zone 2 30 to 60 miles - Base Pay + \$2.95

Zone 3 Over 60 miles - Base Pay + \$4.70

*CEMENT MASONS ZONES The above cities plus DILLON, GLASGOW, GLENDIVE, SIDNEY

CARP0028-002 05/01/2009

	Rates	Fringes
Carpenters (Zone 1)		
Carpenter & Pilebuck	\$23.25	\$8.90
Millwright	\$27.25	\$8.90

CARP0028-004 06/01/2006

	Rates	Fringes
Diver Tender	\$27.27	\$7.80
Diver	\$56.54	\$7.80

DEPTH PAY (Surface Diving)
050 to 100 feet \$2.00 per foot
101 to 150 feet \$3.00 per foot
151 to 220 feet \$4.00 per foot
221 ft & deeper \$5.00

ELEC0044-001 06/01/2010

	Rates	Fringes
Line Construction		
(1) Lineman	\$37.73	4.75% + \$10.61
(2) Equipment Operator	\$25.13	4.75% + \$10.95
(3) Experienced Groundman	\$20.27	4.75% + \$10.33

ELEC0233-001 08/01/2009

BLAINE, BROADWATER, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LEWIS & CLARK, LIBERTY, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.96	4.75% + \$9.36

ELEC0233-002 08/01/2009

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.10	4.75% + \$10.80

ELEC0532-001 06/01/2010

GALLATIN, PARK, AND SWEET GRASS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.61	\$10.27

ELEC0532-003 08/01/2010

BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, MCCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$29.38	1.75% + \$8.39

ELEC0768-001 06/01/2009

FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.02	\$10.37

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay

Zone 2: 30 to 60 miles - Base Pay + \$3.50

Zone 3: Over 60 miles - Base Pay + \$5.50

	Rates	Fringes
Power Equipment Operator		
(Zone 1)		
Group 1	\$23.47	\$9.50
Group 2	\$23.94	\$9.50
Group 3	\$24.34	\$9.50
Group 4	\$25.00	\$9.50
Group 5	\$25.50	\$9.50
Group 6	\$26.60	\$9.50
Group 7	\$27.10	\$9.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill, Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt, Roller, Sheepfoot, Self-Propelled, Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter, Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons;

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley (all)

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist; Crane, Tower (all)

IRON0014-002 07/01/2009

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES

	Rates	Fringes
IRONWORKER	\$25.34	\$16.58

IRON0732-009 06/01/2010

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER	\$25.57	\$17.21

LAB01686-001 05/01/2008

	Rates	Fringes
LABORER (Zone 1)		
Group 1	\$17.14	\$6.72
Group 2	\$20.10	\$6.72
Group 3	\$20.24	\$6.72
Group 4	\$21.00	\$6.72

LABORERS CLASSIFICATIONS**GROUP 1:** Flagperson

GROUP 2: All General Labor Work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for concrete and other materials; Sign Erection; Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Graderman); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc.

PAIN0260-001 07/01/2002

BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of PHILLIPSBURG), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern city limits of HELMSVILLE), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
PAINTER	\$13.85	1% + \$3.45

PAIN0260-002 07/01/2002

FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of PHILLIPSBURG), LAKE LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of HELMSVILLE), RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
PAINTER	\$16.85	1% + \$3.45

PAIN1922-001 06/01/2009

BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

PAINTER
(Industrial, includes industrial plants, tanks, pipes, bridges)

Rates	Fringes
\$21.00	\$0.00

PLAS0119-001 05/01/2008

STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)

	Rates	Fringes
CEMENT MASONS: (Zone 1)		
Area 1	\$18.83	\$6.96
Area 2	\$20.24	\$6.86

AREA 1: STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)
AREA 2: DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

PLUM0030-003 09/01/2009

BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
PLUMBER		
Commercial	\$28.25	\$13.40
Industrial – Power Generating Plants	\$30.60	\$13.40

PLUM0041-001 07/01/2010

BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET GRASS COUNTIES

	Rates	Fringes
PLUMBER	\$28.25	\$13.05

PLUM0459-001 05/01/2010

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS

	Rates	Fringes
PLUMBER	\$27.51	\$12.08

TEAM0002-001 05/01/2008

	Rates	Fringes
TRUCK DRIVERS (Zone 1)		
Group 1	\$ 14.14	\$5.92
Group 2	\$ 18.84	\$5.92

TRUCK DRIVERS CLASSIFICATIONS:**GROUP 1:** Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks, Servicemen, Lowboys, Four-Wheel Trailers, Float Semi-Trailer, Lumber Carriers, Lift Trucks & Fork Lifts, Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Drivers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers, Petroleum Products Drivers, Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

END OF GENERAL DECISION

**MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION 2011**

Effective: January 27, 2011

**Brian Schweitzer, Governor
State of Montana**

**Keith Kelly, Commissioner
Department of Labor & Industry**

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM) 24.17.501(3) – (3)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: *"Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction."*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway, grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails."

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100002 Modification No.0 have been adopted by the Montana Department of Labor and Industry for use in Highway Construction projects and are included in this publication. These rates apply statewide or as shown in MT100002 Modification No. 0.

C. Definition of Public Works Contracts

Montana Code Annotated, section 18-2-401(1)(a), defines "public works contract" as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..."

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rates schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are *"performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages to be paid to the employees."*

J. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: January 27, 2010

HIGHWAY CONSTRUCTION WAGE RATES

**General Wage Determinations Issued Under
the Davis-Bacon and Related Acts**

State: Montana

Construction Types: Highway

Counties: Montana Statewide.

****ZONE PAY****

CEMENTS MASONS, IRON WORKERS, LABORERS, POWER EQUIPMENT OPERATORS, TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 30 miles - Free
ZONE 2: 30 to 60 miles - Base Pay + \$2.50
ZONE 3: Over 60 miles - Base Pay + \$4.00

CARPENTERS:

ZONE 1: 0 to 30 miles - Free
ZONE 2: 30 to 50 miles - Base Pay + \$3.00
ZONE 3: Over 50 miles - Base Pay + \$4.80

	Rates	Fringes
CARPENTER		
Carpenter, Piledriverman	\$22.71	\$8.85
Millwright	\$24.78	\$8.85

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 21.37	\$8.50

	Rates	Fringe
ELECTRICIAN		
Area 1	\$18.74	\$2.93 + 3.8%
Area 2	\$20.13	\$4.76 + 3.8%
Area 3	\$19.98	\$3.44 + 3.8%
Area 4	\$19.84	\$3.51 + 3.8%
Area 5	\$20.54	\$3.54 + 3.8%
Area 6	\$18.02	\$3.44 + 3.8%

LINE CONSTRUCTION

	Rates	Fringes
Equipment Operator	\$19.16	\$5.05
Groundman	\$15.40	\$5.05

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

IRONWORKER

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Counties

	Rates	Fringes
	\$25.50	\$14.36
Remaining Counties		
	Rates	Fringes
	\$23.15	\$13.71

	Rates	Fringes
LABORER		
Group 1	\$17.18	\$6.75
Group 2	\$19.97	\$6.75
Group 3	\$20.17	\$6.75
Group 4	\$21.07	\$6.75

LABORERS CLASSIFICATION

GROUP 1: Flag person

GROUP 2: All General Labor Work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection; Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser Equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck Mounted Wagon Drill; Welder including Air Arc.

	Rates	Fringes
PAINTER	\$24.00	\$8.00

Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips.

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	\$21.52	\$8.00
Group 2	\$23.55	\$8.00
Group 3	\$24.41	\$8.00
Group 4	\$25.10	\$8.00
Group 5	\$26.44	\$8.00
Group 6	\$27.13	\$8.00
Group 7	\$29.23	\$8.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo; Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-End Loader under 1 cu yd; Oiler; Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels)

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchers; Distributor; Dozer, Rubber Tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to and incl 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler; Cranes & Shovels; Pavement Breaker; EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or Pulling Belly Dump; Yo Yo Cat Front-End Loader over 5 cu yd.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower (all); Crane, Whirley (all); Helicopter Hoist.

TRUCK DRIVER

	Rates	Fringes
Group 1	\$18.54	\$7.86
Group 2	\$23.69	\$7.86

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer, Dry Batch Trucks, Distributor Driver, Dumpman, Dump Trucks and similar equipment, Dumpster, Flat Trucks, Lumber Carriers, Lowboys, Pickup, Powder Truck Driver, Power Boom, Serviceman, Service Truck/Fuel Truck/Tireperson, Truck Mechanic, Trucks with Power Equipment, Warehouseman, Partsman, Cardex and Warehouse Expeditor, Water Trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

END OF GENERAL DECISION

COPY

**MONTANA DEPARTMENT
OR ENVIRONMENTAL QUALITY
(MDEQ)**

CONTRACT 512032

ATTACHMENT A

SCOPE OF WORK

Project Manual

Stormwater Improvements

Mr. M Landfill – Lewistown, Montana

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Mr. M Landfill Stormwater Improvements
(Name of Project)

7 Boyd Creek Road, Lewistown, Montana, 59457
(Location)

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

Montana DEQ - Solid Waste Program
(Organization)

PO Box 200901
(Street; PO Box)

Helena MT 59620-0901
(City) (State) (Zip Code)

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Special Provisions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Special Provisions as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
1. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 4.02 The Bidder certifies that no official of the Owner, Engineer, or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.
- 4.03 Bidder represents that he has reviewed applicable State and federal laws, Civil Rights and tax requirements and will comply.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

MR M LANDFILL STORMWATER IMPROVEMENTS BID SHEETS

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$	\$
2	24" CMP Culvert	200	LF	\$	\$
3	Cut, Plug, and Abandon Existing Culvert	1	EA	\$	\$
4	Earthwork	1	LS	\$	\$
5	Rip Rap	1	LS	\$	\$
6	Seed and Fertilize	1	LS	\$	\$

TOTAL Bid Price (Base Bid)

\$

(Figures)

**TOTAL Estimated
Base Bid Price**

\$

(Words)

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance the dates indicated in the Standard Form Contract.
- 6.02 Bidder accepts the provisions of the agreement as to liquidated damages and payments to Owner for additional Engineering services.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____

Date of Qualification to do business in Montana is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

SUBMITTED on _____, 20__

State Contractor License No.: _____ [If applicable]

END OF SECTION

SECTION 00910

SPECIAL PROVISIONS

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SP-01 INCORPORATION OF THE MPWSS

All provisions of the Montana Public Works Standard Specifications, Sixth Edition, April 2010 Addendum, hereafter collectively referred to as the MPWSS, apply to the project, except where portions of the MPWSS are modified or replaced by the Contract Documents. Each Section of the MPWSS that has been modified is listed in the Table of Contents of Section 00950 Standard Modifications to MPWSS. The entire Section from the MPWS has not been rewritten for these modifications. Instead, modifications are indicted for a specific subsection, paragraph, sentence or drawing.

Section 00950 Standard Modifications to MPWSS. The entire Section from the MPWS has not been rewritten for these modifications. Instead, modifications are indicted for a specific subsection, paragraph, sentence or drawing.

Where a Standard Modification to MPWSS does not exist for a particular Section of MPWSS it shall be assumed the work is to be completed in accordance with the appropriate MPWSS Section. When a Standard Modification to MPWSS does exist the requirements of that modification supersede the related MPWSS requirement. Where paragraphs are specifically deleted or modified, or new paragraphs added, all other parts of the MPWSS will remain in effect unless otherwise modified by the Project Manual in accordance with the order of governance as specified in "Summary of Work". Forms included in the Project Manual will be used in lieu of similarly titled forms in the MPWSS. Where Technical Specifications follow the Modifications in later Divisions of the Project Manual, those Specifications replace same numbered specifications in the MPWSS.

Delete Part 4: MEASUREMENT AND PAYMENT in all sections of the MPWSS. Payment for an item will only be made if that item is listed as a Bid Item in Section 00300: Bid Form. If an item is listed as a Bid Item, administrative and procedural requirements will be listed in Section 01275: Measurement and Payment. If an item is not listed as a Bid Item, the item is not required or is considered an incidental cost to other Bid Items.

SP-02 QUALIFICATIONS OF CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Provide qualifications for the Contractor and all Subcontractors, Suppliers, or other persons or organizations identified in Technical Specifications per the guidelines in the respective specification sections.

Per Article 3.1 of the Instructions to Bidders, within five (5) days of the Owner's or Engineer's request, submit the evidence of qualifications listed in the referenced article as well as the following additional information.

- A list of at least three (3) jobs successfully completed within the last five (5) years by the Bidder similar in size and scope to the Work, including references for each project;
- The proposed Superintendent's name and resume; and
- The general availability of the Bidder to complete the Work within a reasonable timeframe.
- A list of at least five (5) bridge projects successfully completed within the last ten (10) years by the Bidder similar in size and scope to the Work, including references for each project.

In accordance with Article 6.06 of the General Conditions and Supplementary Conditions to the General Conditions, provide a list of all Subcontractors, Suppliers, or other persons or organizations providing Work or items of equipment exceeding \$5,000 within five (5) days of the Owner's or Engineer's request. For each Subcontractor, Supplier, or other person or organization,

include on the list the primary contact and phone number, approximate anticipated monetary value of Work, and a list of similar projects over the past three (3) years.

SP-03 PREBID EXPLORATION / SITE INFORMATION

All Bidders are strongly encouraged to visit the site of the work and conduct all field investigations at their disposal to become acquainted with the nature of the work. Obtain written authorization from the Owner utilities, and others who may be directly affected prior to entering the property, conducting field tests, drilling, boring, excavating, or test pumping.

If potential Bidders wish to excavate test pits, the excavations will be limited to the vicinity of those areas that appear on the Drawings to be excavated. Excavations in paved areas will not be allowed without written permission from the Owner. Excavations must be backfilled in a reasonably uniform manner and graded to the original ground surface line and grade. Backfill in unpaved streets, parking areas, or alleys must be compacted as specified in the Contract Documents and surfaced with four inches of new or existing gravel.

SP-04 BEST MANAGEMENT PRACTICES

Dust Control – Dust control is to be considered an integral part of the Work. Dust Control shall be provided from the start of construction until the Work is complete. Fugitive dust as a result of construction shall be controlled at all times within the subject property. The Contractor shall have a water truck available for dust control prior to beginning any construction tasks. Wetting shall be done a minimum of twice per day in dry conditions or at the direction of the Engineer or Owner as required until the final construction activities are completed. Contractor shall be prepared to provide dust control until the final surface restoration is completed. All costs incurred to meet dust control requirements are incidental to other items of the contract and no separate payment shall be made.

Erosion Control Measures – Temporary erosion and sediment control measures includes the installation and maintenance of temporary structural control measures to reduce or eliminate the erosion of soil and transport of sediment offsite as result of construction activities. This may include, but not be limited to, silt fences, ditch checks, sediment basins, erosion control mats, stabilized construction entrance, temporary diversions, inlet protection, sediment traps, and slope drains. If erosion control measures are required, it shall be the responsibility of the contractor to install and maintain them throughout the construction. All costs incurred to meet erosion control requirements are incidental to other items of the contract and no separate payment shall be made.

Noxious Weed Control – Comply with the County Noxious Weed Management Act, Title 7, Chapter 22, Part 21 and all county and contract noxious weed control requirements. Determine the specific noxious weed control requirements of each county where the project is located before submitting a bid. Equipment and vehicles will be washed prior to entering the project site to remove vegetation to avoid the spread of weeds. All costs incurred to meet noxious weed control requirements are incidental to other items of the contract and no separate payment shall be made.

Failure to Provide Service – If the contractor fails to provide adequate service on the above listed items, the Owner reserves the right to contract these activities to a third party, the cost of which will be deducted from the contract amount at the time of the next pay request.

SP-05 WATER FOR CONSTRUCTION

The Contractor may obtain water for construction purposes from the City of Lewistown at the current water usage charges. All water used must be metered, recorded and this information provided to the Owner upon project completion. The water will be made available from the fire hydrants approved by the City. The Contractor may operate the fire hydrants, however any damage sustained from the usage will be the responsibility of the Contractor to repair. The

Contractor is responsible for providing all required fittings, meters, hoses, backflow assemblies, valves and other appurtenances required for obtaining water for construction from the Owner.

Contractors permitted to use a hydrant need to know and understand proper hydrant operation procedures as they are the party ultimately responsible for improper hydrant connections or any other improper operation of a hydrant. The contractor is responsible to teach proper operation procedures to all employees using hydrants. This includes water truck drivers or any other employees of the company that operate hydrants for any reason.

Meter Hydrant Connection Procedures

1. Perform a safety check of the hydrant. Check the hydrant visually, and shake the hydrant with your hands to make sure it is rigid (do not use a movable hydrant – they are dangerous and serious injury to the operator may result). Check the hydrant to ensure the caps are tight.
2. Remove hydrant nozzle cap.
3. Attach metering device and hose and install brace support. All hydrant connections must include a RPZ backflow assembly or device acceptable to the Engineer at all times.
4. Open hydrant slowly. It should take more than 60 seconds to fully open to prevent surging on the water system. Open completely to shut off drip drain while hydrant is in use. Valves downstream of the hydrant shall not be used to control flow.
5. The discharge end of the hose should not be inserted under any circumstances, into a tank or container underwater or laid on the ground to make and lay in its own pool of water. There must be at all time an air gap between the end of the water hose and the container.
6. Upon filling the tank or upon completion of the permitted use, slowly close hydrant valve.
7. Remove hose
8. Replace nozzle cap and tighten securely.
9. No hydrant shall ever be left without the cap replaced and securely tightened.

The use of fire hydrants for construction water needs is a privilege, and the Owner will not tolerate abuse of this privilege. This includes illegal connections, water theft, vandalism, tampering, failing to replace caps, or damage caused by neglect.

SP-06 PRIVATE ACCESS

At all times during construction, afford property owners access to their property to the highest degree possible and open closed-off approaches as quickly as possible.

SP-07 REMOVAL AND REPLACEMENT OF FENCES, SIGNS, SIDEWALKS, CURBS, GUTTERS, POSTS, BARRICADES, ETC.

Culverts, fences, signs, decorative rocks, newspaper boxes, posts, sidewalks, curbs, gutters, propane tanks, satellite dishes, barricades, etc. may be encountered during construction that may hinder construction operations. Whether on private or public property, remove and replace these objects as necessary to conduct construction operations. Replace objects removed in as good a condition as previously existed and to the satisfaction of the Engineer.

No additional payment will be allowed the Contractor for this work. See Section 01275: Measurement and Payment and the Drawings for more information.

The Contractor shall move the semi-trailer and barrels located in the proposed alignment of the new ditch to a location out of the construction workspace and a location approved by the Engineer

and Owner. The Contractor shall also remove any surface trash and place it away from the construction area, no further responsibility is required.

SP-08 CONFLICTS WITH UTILITIES

As shown on the plans, underground utilities may be in conflict with certain areas of the project. Whether on private or public property, Contractor shall relocate, remove, replace, cross, work around, support, or other as necessary to conduct construction operations and properly construct the project. Utilities and other appurtenances may include but are not limited to the following; culverts, propane lines, TV cables, telephone lines and pedestals, electrical boxes and lines, gas mains, street lights, telephone and power poles, water mains and services, sewer mains and services and storm drain pipe and inlets.

Utility locations are based on the best available information which has been provided to or discovered by the Engineer. There is no guarantee as to the accuracy and completeness thereof is expressly disclaimed.

The Contractor shall coordinate his work with all utility companies or private entities that may be affected by the project. The Contractor will also coordinate with the appropriate utility owners to relocate, remove, replace, cross, work around, support, or other as necessary to conduct construction operations and properly construct the project. The Contractor will pay for any charges associated to relocate, remove, replace, cross, work around, support, or other as necessary to conduct construction operations and properly construct the project. The Contractor shall be solely responsible for any damage to these utilities due to his operations. The Contractor shall work closely with the utilities to ensure their criteria are met and no problems result. No separate payment will be made for this work and the Contractor shall figure the cost of such work into other applicable bid items. The Contractor shall also check with the Utilities Underground Location Center (1-800-424-5555) at least 48 hours in advance so that all utilities are located prior to digging.

SP-09 DEWATERING

The Contractor will be responsible for any dewatering operations which may be necessary to adequately remove water such that construction activities can be completed as specified. The Contractor will be responsible for conveyance and disposal of water to surface watercourses. Make all necessary arrangements for infringements across private property and obtain and adhere to any necessary discharge permits from MDEQ.

SP-10 TESTING

Complete testing of all components of the project will be required to the satisfaction of the Owner and the Engineer. Remedy all defects and performance problems revealed by the testing to the satisfaction of the Engineer by the Contractor at no additional expense to the Owner.

The engineer will conduct the following tests at no cost to the Contractor:

1. On-site moisture and density testing of trench backfill, embankments, engineered fill placement, crushed base course, and asphalt pavement.

Should the materials fail to meet the test specified, the Contractor will pay the costs of all retests conducted by the Engineer, or the Contractor may elect to have an approved testing laboratory conduct retests at the Contractor's expense.

The Contractor will be responsible for conducting and paying for the following tests:

1. Gradations for gravels, bedding, and base materials as specified.
2. Gradations for riprap.

3. Proctors for different materials and gravels used for backfill.
4. Re-testing of failed tests that were conducted by the Engineer.
5. Other tests as outlined in the Technical Specifications.

All tests which are the responsibility of the Contractor must be conducted by an approved, certified testing laboratory or individual. Acceptance or rejection of materials will generally be determined from tests made in-place in the field.

The following is frequency testing table for soils and concrete:

Quality Control Frequency Table

SECTION	ITEM DESCRIPTION	TEST OR SUBMITTAL	FREQUENCY
GENERAL			
Varies	All Materials	Sieve Analysis	Every New Material
Varies	All Materials	Atterberg Limits	Every New Material
Varies	All Materials	Lab. Max Density	Every New Material
02300	Select Fill/Structural Fill	Field Density/Moisture Content	1 test / 1,000 SF / lift
GENERAL – ROADWAY			
Varies	All Materials	Sieve Analysis	Every New Material
Varies	All Materials	Atterberg Limits	Every New Material
Varies	All Materials	Lab. Max Density	Every New Material
02230	Borrow / Embankment Fill	Field Density/Moisture Content	1 test / 5,000 SF / lift
02230	Original Ground / Native Subgrade	Field Density/Moisture Content	1 test / 5,000 SF / lift
02234	Sub-Base Course(s)	Field Density/Moisture Content	1 test / 2,500 SF / lift
02235	Base Course(s)	Field Density	1 test / 2,000 SF / lift

SP-11 CONSTRUCTION STAKING

The Engineer will provide horizontal control for the project consisting of stakes along the project baseline. Vertical control will be provided by benchmarks throughout the project site. All offset staking is the Contractors responsibility. The Contractor shall protect all control points during the course of their work and replace any points damaged or removed by their activities. All survey monuments and stakes provided by the Contractor shall be subject to inspection and verification by the Engineer. The Contractor shall provide all additional staking necessary for vertical and horizontal control such that the project may be completed in accordance with the plans and specifications.

The Engineer shall provide the following staking consisting of stakes or hubs.

- Vertical Control – Vertical control will be provided by benchmarks throughout the project site.
- Piping – Horizontal control will be given at culvert termination.
- Berm – Horizontal control will consist of centerline of berm.

- Ditches – Horizontal control will consist of centerline every 50 feet as well as PCs and PTs.

SP-12 SOLID WASTE ENCOUNTER

Existing solid waste is not expected to be encountered during the excavation of the drainage ditches. However, should solid waste be encountered during excavations, the Contractor shall cease operations in that area and wait for a Change Order to be approved by all parties for the Contractor to handle the waste.

SP-13 TRAFFIC CONTROL

The Contractor shall maintain access on Boyd Creek Road during construction. The Contractor shall contact Fergus County and Montana DOT for any necessary permits. The Contractor shall be responsible to adhere to any and all necessary permit requirements for traffic control.

SP-14 UNSCHEDULED EMPLOYMENT OF THE ENGINEER

Damages for the unscheduled employment of the Engineer and/or Inspector will be assessed against the Contractor necessitated by: (1) the Contractor working beyond the specified contract time; (2) the Contractor working more than 8 hours per day, (or 40 hours per week if four ten hour shifts are run) or on Saturdays, Sundays, and Federal Holidays; (3) the Contractor utilizing material, supplies, or equipment that requires the redesign of the project; (4) the Contractor destroying or disturbing baselines benchmarks or reference stakes; (5) the failure of the Contractor to maintain acceptable as-built records, and (6) review of submittals that were returned to the Contractor requiring revision or resubmittal.

Damages for the unscheduled employment of the Engineer and/or Inspector will be determined based on the following hourly rates:

Straight Time	
Project Manager	\$135.00/Hour
Project Engineer	\$85.00/Hour
Resident Project Representative (RPR)	\$90.00/Hour
RPR Overtime Rate	\$135.00/Hour
Clerical	\$48.00/Hour
Mileage	\$ 0.65/Mile
Survey Crew	\$160.00/Hour
GPS Rental	\$400.00/Day
Nuclear Densometer	\$75.00/Day

The rates listed herein are subject to changes on January 1st of each year.

Out of pocket expenses for materials, equipment, supplies, transportation, and subsistence will be billed at cost plus ten percent. Damages for unscheduled employment of the Engineer and/or Inspector will be deducted from monthly progress payments and the final payment as the damages are incurred. Damages for unscheduled employment of the Engineer are independent from liquidated damages for delay as described in the agreement.

SP-15 CONTRACTOR EMERGENCY CONTACT

Provide a primary and secondary 24-hour, 7-day a week emergency contact.

SP-16 NOXIOUS WEEDS

Comply with the County Noxious Weed Management Act, Title 7, Chapter 22, Part 21 and all county and contract noxious weed control requirements. Determine the specific noxious weed control requirements of each county where the project is located before submitting a bid. Equipment and vehicles will be washed prior to entering the project site to remove vegetation to avoid the spread of weeds. All costs incurred to meet noxious weed control requirements are incidental to other items of the contract.

SP-17 SEEDING

Furnish the native grass seed mixture as seen in the table below. Alternate mixes may be used, with Engineer's approval.

Plant Species	Percent of Mixture	LBS. / Acre Needed in Mixture
Blue Bunch Wheat Grass	30%	6.0 lbs
Western Wheat Grass	30%	8.0 lbs
Green Needle Grass	20%	5.0 lbs
Slender Wheat Grass	10%	6.0 lbs
Thick Spike Weed Grass	10%	8.0 lbs
Total		33 lbs/Acre Total

Sow seed in the areas described in the Contract Documents at the rate of 33 pounds per acre on a "pure live seed" basis. The necessary bulk seed can be calculated by:

$$\text{Necessary Bulk Seed} = \frac{\text{Total Pounds (kg) Pure Live Seed Required}}{(\% \text{ Germination}) \times (\% \text{ Purity})}$$

SP-18 CUT, PLUG AND ABANDON EXISTING CULVERT

As shown on the Drawings, the culvert connecting the existing storm water ponds shall be abandoned. The Contractor shall cut the old culvert back, and either cap or plug with a fitting designed for the purpose or fill in and around the pipe end with one quarter yard of concrete.

SP-19 PERMITS

This project is expected to disturb less than 1.0 acre total of previously undisturbed ground. Therefore, the project will not require a construction stormwater discharge permit from the State of Montana. The Contractor will be required to install erosion control structures along the project boundary and any disturbed areas. The State does not allow sediment from construction to enter state waters. The Contractor will prepare and implement a stormwater control plan in accordance with state requirements to prevent sediment from entering Boyd Creek and minimize erosion on the construction sites. This plan will be submitted to the Engineer for approval prior to beginning construction. The plan will utilize straw bales, straw wattles, silt fences, and/or other methods to control site runoff. For each day that stormwater leaves the project site without

erosion control in place, the Owner will assess liquidated damages of \$500 per day. The Contractor will be responsible for any potential damages or penalties assessed by the State of Montana due to any permit violations by the Contractor. No additional payment will be made for this item. The cost for this work is incidental to the contract.

END OF SECTION

SECTION 00950

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SM-00001 GENERAL

These Standard Modifications apply changes, deletions, and additions to the Montana Public Works Standard Specifications Sixth Edition, April 2010, referred to as the MPWSS. Each Section of the MPWSS that has been modified is listed in the Table of Contents of Section 00950 Standard Modifications to MPWSS. The entire Section from the MPWSS has not been rewritten for these modifications. Instead, modifications are indicated for a specific subsection, paragraph, sentence or drawing.

Where a Standard Modification to MPWSS does not exist for a particular Section of MPWSS it shall be assumed the work is to be completed in accordance with the appropriate MPWSS Section. When a Standard Modification to MPWSS does exist the requirements of that modification supersede the related MPWSS requirement. Where paragraphs are specifically deleted or modified, or new paragraphs added, all other parts of the MPWSS will remain in effect unless otherwise modified by the Project Manual in accordance with the order of governance as specified in "Summary of Work".

Forms included in the Project Manual will be used in lieu of similarly titled forms in the MPWSS. Where Technical Specifications follow these Modifications in later Divisions of the Project Manual, those Specifications replace same numbered specifications in the MPWSS.

Delete Part 4: MEASUREMENT AND PAYMENT in all sections of the MPWSS. Payment for an item will only be made if that item is listed as a Bid Item in Section 00300: Bid Form. If an item is listed as a Bid Item, administrative and procedural requirements will be listed in Section 01275: Measurement and Payment. If an item is not listed as a Bid Item, the item is not required or is considered an incidental cost to other Bid Items.

SM-01010 SUMMARY OF WORK

Delete Section 01010.1.2.D and replace with the following:

- D. The various portions of the Contract documents, of which these specifications are a part, are essential parts of the Agreement, and a requirement occurring in one is as binding as though occurring in all. All portions are intended to be complementary and to describe and provide for complete work as referenced in Article 3, General Conditions. Unless specifically noted otherwise, in the case of discrepancy, the following precedence will govern.
 1. Permits from Town/City/County Departments and other agencies as may be required by law, which will govern over;
 2. Change Orders, which will govern over;
 3. Executed Agreement, which will govern over;
 4. Addenda, which will govern over;
 5. Special Provisions, which will govern over;

6. Divisions 1 through Division 16 Technical Specifications, which will govern over;
7. Funding Agency Special Provisions for Montana Public Facility Projects, which will govern over;
8. Standard Modifications to the Montana Public Works Standard Specifications, which will govern over;
9. Supplementary Conditions to the General Conditions, which will govern over;
10. General Conditions, which will govern over;
11. Drawings, which will govern over;
12. Contractor's Bid, which will govern over;
13. Montana Public Works Standard Specifications 2006 Addendum, which will govern over;
14. Montana Public Works Standard Specifications, Fifth Edition, March 2003, which will govern over;
15. Montana Department of Transportation Standard Specifications for Road and Bridge Construction, which will govern over;
16. Reference Specifications, which will govern over;

With reference to Drawings, the order of precedence is as follows:

1. Addenda/Change Order Drawings govern over any other Drawings.
2. Figures govern over scaled dimensions.
3. Contract Detail Drawings govern over Contract General Drawings.
4. Contract Drawings govern over Standard Drawings.

SM-01041 PROJECT COORDINATION

Delete Section 01041 in its entirety and replace with Section 01041: PROJECT COORDINATION contained in the Project Manual.

SM-01050 FIELD ENGINEERING

Delete Section 01050 in its entirety.

SM-01300 SUBMITTALS

Delete Section 01300 in its entirety and replace with Section 01300: SUBMITTALS contained in the Project Manual.

SM-01400 CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE

Delete Section 01400 in its entirety and replace with Section 01400: CONTRACTOR QUALITY CONTROL AND OWNER QUALITY ASSURANCE contained in the Project Manual.

SM-01500 CONSTRUCTION AND TEMPORARY FACILITIES

Delete Section 01500 in its entirety and replace with Section 01500: CONSTRUCTION AND TEMPORARY FACILITIES contained in the Project Manual.

SM-01570 CONSTRUCTION TRAFFIC CONTROL

Delete Sections 01570.1.3.B and C and replace with the following:

- B. Prepare traffic control Drawings and submit to the Engineer for approval at least 14 days prior to the beginning of construction or change in a zone of work. Do not commence work until said plan is approved.
- C. Cooperate with the Engineer and the Owner to adjust traffic control Drawings as required to fit specific field conditions. Modifications to construction timing based upon field adjustments to the traffic control plan will not constitute a claim for additional payment to the Contractor.
- D. The Engineer will forward traffic control Drawings and subsequent changes to the Drawings to the Montana Department of Transportation (MDT) for any work performed within MDT right-of-way. The Contractor is responsible for making all modifications to traffic control Drawings required by MDT based upon their review. No time extension will be given for delays caused by failure to gain approval of plan by MDT.
- E. Notify all impacted parties (including but not limited to landowners, businesses, and residents adjacent to the work, local utilities, City and County personnel, emergency services, school district transportation directors, and the postal service) regarding the type and duration of the construction.
- F. For project sites involving a through street, provide the Engineer with a news release when submitting the traffic control Drawings. Include in the release, as a minimum, the work activity and duration. Once approved, furnish the news release to the local media at least 2 weeks before starting work.

Add Section 01570.1.4.

1.4 TRAFFIC CONTROL OFFICER

- A. Name one employee responsible to coordinate traffic control for the entirety of the project. Assure the individual responsible for traffic control remains on-site whenever construction activity is taking place.

Delete Section 01570.3.1.B and replace with the following.

- B. Inspect the work area at least twice a day during construction, including weekends, holidays, and other non-working days. Correct all deficiencies discovered during inspections and assure traffic control is appropriate to the work. Maintain records of traffic control devices used and their location and daily checklists, signed by the traffic control officer, for each inspection.

Delete Section 01570.3.2.C and replace with the following.

- C. The Contractor is solely responsible for the construction traffic control system including removing, repairing, or replacing any traffic control device not providing its intended function. The Engineer will periodically observe the traffic control for compliance with the approved traffic control Drawings and inform the Contractor of any discovered non-compliance.

SM-01700 CONTRACT CLOSEOUT

Delete Section 01700 in its entirety and replace with Section 01700: CONTRACT CLOSEOUT contained in the Project Manual.

SM-02110 GEOTEXTILES

Delete Section 02110.2.1.A and replace with the following.

- A. Assure that fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, consist of long-chain synthetic polymers, composed of at least 95 percent by weight polyolefins or polyesters. They must be formed into a network so the filaments on yarns retain dimensional stability relative to each other, including selvages. Furnish materials meeting the physical requirements listed in Section 2.4 or as shown on the plans.

Add Section 02110.2.1.B

- B. Provide moderate or high survivability non-woven polypropylene fabric that is inert to commonly encountered chemicals and soils and that remains stable over a temperature range of -50 degrees Fahrenheit (-46° C) to 150 degrees Fahrenheit (66° C) and at a pH range of 2 to 13.

Add Section 02110.2.3.B

- B. At the time of installation, the fabric will be rejected if it has defects, seams or weakness, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation or storage.

Add Section 02110.2.4

2.4 MATERIALS

A. Drainage Fabric.

1. Furnish Class 2 fabric as specified in AASHTO M 288 – Geotextile Specifications for Highway Applications.

B. Separation Fabric.

1. Furnish Class 1 fabric as specified in AASHTO M 288 – Geotextile Specifications for Highway Applications.

C. Stabilization Fabric.

1. Furnish Class 1 fabric as specified in AASHTO M 288 – Geotextile Specifications for Highway Applications.

D. Permanent Erosion Control Fabric.

1. Furnish Class 1 fabric, as specified in AASHTO M 288 – Geotextile Specifications for Highway Applications, with an Apparent Opening size of #40, #60, #70, or #100 (US Sieve No.), as shown on the plans.

E. Silt Fence Fabric.

1. Support silt fence with either wood or metal fence posts.
2. Assure silt fence geotextile meets the minimum requirements in the following table:

Required Properties for Silt Fence		
Property	Test Method	Value
Minimum Grab Tensile Strength (lbs)	ASTM D4632	≥125
Minimum Grab Tensile Strength, X Direction (lbs)	ASTM D4632	≥100
Minimum Permittivity (sec ⁻¹)	ASTM D4491	≥0.05
Maximum Apparent Opening (US Sieve No.)	ASTM D4751	#30
Ultraviolet Stability (% Retained After 500 hrs of Exposure)	ASTM D4355	≥70

F. Landfill Cell Filter Fabric.

1. Assure landfill cell filter fabric minimum requirements in the following table:

Required Properties for Landfill Cell Filter Fabric		
Property	Test Method	Value
Minimum Grab Tensile Strength (lbs)	ASTM D4632	390
Grab Tensile Elongation (%)	ASTM D4632	50
Puncture (lb)	ASTM D4833	240
Maximum Apparent Opening Size (US sieve number)	ASTM D4751	100

Delete Section 02110.3.3.B and C and replace with the following.

- B. Overlap geotextile a minimum of 24 inches (60 cm) at the ends and sides of adjoining sheets or sew the geotextile joints according to the manufacturer's recommendations. Overlap the uphill or upstream sheet over the downhill or downstream sheet. Offset end joints of adjacent sheets a minimum of 5 feet (1.5 m). Pins may be used to hold the geotextile sheets in place other than on interior slopes of lagoons or ponds. Space pins along the overlaps at approximately 3 foot (1 m) centers.
- C. Place aggregate, slope protection, or riprap on the geotextile starting at the toe of the slope and proceed upward. Place materials by overhead construction methods or in such a manner that no vehicles or equipment operate directly on the fabric. Place riprap onto the geotextile from a height of less than 12 inches (30 cm). Place slope protection rock or aggregate backfill onto the geotextile from a height less than 3 feet (1 m). In underwater applications, place the geotextile and cover material in the same day.

SM-02112 REMOVAL OF EXISTING PAVEMENT, CONCRETE CURB, SIDEWALK, DRIVEWAY, AND/OR STRUCTURES

Delete Section 02212.3.1.C and replace with the following.

- C. Remove and dispose of existing private concrete driveways and/or sidewalks which interfere with construction of street improvements or which do not match new grade as shown on the contract documents or as directed by the Engineer. Remove such driveways and/or sidewalks to distance of 8 inches (20 cm) behind curbs, or to greater distance if required to properly match the new curb and gutter grade. Remove along the neat line produced by a concrete saw cut. Make cuts to a depth of the thickness of the driveway and/or sidewalk or to a maximum depth of 6 inches (15 cm), whichever is lesser, and take care in removing the concrete assuring the slab breaks on the sawed neat line.

SM-02113 ADJUSTING EXISTING MANHOLES, LAMPHOLES, INLETS, WATER VALVE BOXES, WATER SERVICES, AND FIRE HYDRANTS TO GRADE

In Section 02113.1.2.A, delete the reference to Standard Drawings 02213-1: Manhole Adjustment Detail and refer to the attached Modified Standard Drawing 02213-1.

In Section 02113.3.1.A change the maximum rings under the casting from 12-inch (30 cm) to 6-inch (15 cm).

Delete Section 02113.3.1.E and replace with the following.

- E. Provide backfill material conforming to the requirements of Section 02235, 1 inch (25 mm) Minus Crushed Base Course, and compacted to at least 97 percent of the maximum dry density as determined by AASHTO T99 or ASTM D698.

SM-02114 RELOCATING OR REMOVING UTILITY POLES, STREET SIGNS, AND MAILBOXES

Delete Section 02114.3.1.A and replace with the following.

- A. Affected utility companies are to move power, street light, and telephone poles, unless they are designated in the contract documents to be removed or relocated by the Contractor. If a utility company is non-responsive, notify Engineer. Coordinate all utility relocation activity with the construction activity.

SM-02221 TRENCH EXCAVATION AND BACKFILL FOR PIPELINES & APPURTENANT STRUCTURES

Add the following publications to the list in Section 02221.1.2.A.

ASTM D4235	Relative Density
ASTM D4254	Relative Density

In Section 02221.1.3, delete the reference to Standard Drawings 02221-1: Typical Utility Trench Detail and refer to the attached Modified Standard Drawing 02221-1.

Delete Section 02221.1.4.A.1 replace with the following.

1. Meet the testing requirements of Special Provisions and Section 01400: Contractor Quality Control and Owner Quality Assurance.

Delete Section 02221.1.4.A.3 and replace with the following.

3. Re-testing failing areas is at the expense of the Contractor. Where Engineer provides testing on behalf of the Owner, the Contractor will be assessed the cost of all retests conducted by the Engineer, with that cost deducted from the progress payments.

Delete Section 02221.1.4.B.1 and replace with the following.

1. Quality assurance tests will be made by the Contractor for each on-site natural soil or each source of off-site material, including borrow material, to determine the laboratory maximum density values and optimum compaction moisture content according to ASTM D698.

Delete Section 02221.1.4.C.2 and replace with the following.

2. Submit to the Engineer laboratory moisture-density relationship testing results of on-site and off-site borrow soils.

Delete Section 02221.2.1.A and replace with the following.

A. TYPE 1 PIPE BEDDING

1. Type 1 Pipe Bedding includes the material placed from 4 inches (10 cm) below the bottom of the pipe to 6 inches (15 cm) over the pipe.
2. Provide Type 1 Bedding consisting of crushed stone or gravel, which is free of cementitious substances or thin, flat particles in an amount that would cause the material to cake, pack, or otherwise form and unyielding support for the pipe.
3. Provide imported granular material with a gradation as follows and a maximum plasticity index of 6, determined by AASHTO T89 and T90 or by ASTM D4318.

Percent by Weight Passing	
Sieve Size	% Passing
1" (25 mm)	100
3/4" (19.0 mm)	90 - 100
3/8" (9.5 mm)	20 - 55
No. 4 (4.75 mm)	5 - 10
No. 8 (2.36 mm)	0 - 5

4. Crush material so that the percentage of fractured particles in the finished product is as constant and uniform as practical. Crush to produce material where at least 50 percent of the material retained on the No. 4 sieve has at least one fractured face.
5. To prevent migration of material from around the pipe, do not use sand, sandy gravel, or a material composed mainly of sand for bedding material in the pipe zone where ground water is or will be present or where existing material contains voids which would allow migration. Where trench excavation encounters wet or unstable material, Type 1 Pipe Bedding must be well graded, free draining, and non-plastic.
6. Refer to the Special Provisions and details in the Drawings for other requirements.

Delete Section 02221.2.1.B in its entirety.

Delete Section 02221.2.1.C.3 and replace with the following.

3. Type 2 Bedding consists of granular material meeting the following gradation and having a maximum plasticity index of 6 and a maximum liquid limit of 25 percent.

Percent by Weight Passing	
Sieve Size	Type B-Modified
3" (75 mm)	100
No. 4 (4.75 mm)	0 - 25
No. 8 (2.36 mm)	0 - 10

Delete Section 02221.3.3.A.8 and replace with the following.

8. No classification of trench excavated material materials will be made. Excavation and trenching work includes the removal and subsequent handling of all earth, loose or cemented gravel, loose or solid rock, and other materials excavated or otherwise removed in performance of the contract work, regardless of the type, character, composition, or condition thereof. All materials excavated or otherwise removed including asphalt, curb, gutter, sidewalk, soils, etc., will become the property of the Contractor, who will be responsible for environmentally sound disposal of said material in accordance with state and federal regulations.

Add Section 02221.3.3.B.2.b.

- b. If the trench is excavated wider than the specified minimum, provide Type 1 Pipe Bedding for the additional width to yield a consistent backfill for the entire width of the trench or take such other measures as the Engineer may direct to protect the pipe against the crushing forces of trench backfill at the Contractor's expense.

Delete Section 02221.3.3.E.2 and replace with the following.

2. Remove and replace all pavement damaged during construction by the Contractor's equipment, or the use thereof, to at least a depth of 1 inch (25 mm). Patches will not be allowed less than 1 inch (25 mm) in thickness.

Add Sections 02221.3.3.E.3 and 4.

3. Replace all asphalt pavement damaged during construction outside of restoration pay limits in conjunction with asphalt restoration and as otherwise required by the Engineer. Provide asphalt meeting the requirements of Section 02510: Asphalt Concrete Pavement, and place asphalt to produce a final surface uniform in texture and consistent with the line and grade of adjacent pavement or as directed by Engineer. No compensation will be allowed for removal and replacement of damaged pavement outside of the pay limits for asphalt restoration.
4. Assure work and materials for pavement restoration is in accordance with Section 02510: Asphalt Concrete Pavement.

Delete Section 02221.3.4.A and replace with the following.

A. General

1. Furnish all necessary labor, equipment, and incidentals necessary to dewater the project site during construction.
2. Keep all excavation dry and free from water during construction and the placement of materials. Do not place pipe, bedding, or backfill materials below the groundwater elevation established by dewatering operations. Do not allow ground water or stormwater to enter or flow through the underground piping during installation.
3. The cost of dewatering operations will be incidental to the cost of pipeline and appurtenance installation and no additional payment will be made for dewatering. Consider shifts in the groundwater level caused by changing seasons or local conditions in estimating the cost of dewatering operations, as no additional payments will be made for fluctuating groundwater levels.
4. Protect all structures that could be potentially impacted by dewatering operations. Repair any damage to structures caused as a result of dewatering at Contractor's expense.

Add Section 02221.3.4.B.

B. Discharge

1. Do not discharge or dispose of water from dewatering operations in such a manner as to flood existing landscaped areas, graveled areas, or structures unless approved by Engineer. Written permission from the appropriate landowner shall also be required for discharge or disposal on private property.
2. It is the Contractor's responsibility to comply with requirements and regulations of federal, state, and local agencies that govern areas affected by dewatering of the construction site and application for, and maintenance of, any required permits.

Add Section 02221.3.6.A.2.

2. Storage of all imported backfill materials, including protecting said materials from adverse conditions that would disqualify them from use under these specifications, is the responsibility of the Contractor.

Delete Sections 02221.3.6.B.1.a and b and replace with the following.

- a. Place Type 1 Pipe Bedding material 4 inches (10 cm) under, around the pipe, and to a point 6 inches (15 cm) above the top of the pipe in 6 inch (15 cm) lifts, using hand or other compaction methods without damaging or disturbing the pipe including mains and service lines and all appurtenances.
- b. Place bedding material in equal lifts on both sides of the pipe for the full trench width. Thoroughly compact each lift of pipe bedding by tamping.

vibration, slicing with a shovel, rodding, or by a combination of these methods. Take special care to assure complete compaction under the haunches of the pipe.

Delete Section 02221.3.6.B.2 in its entirety.

Delete Section 02221.3.6.C.1 and replace with the following.

1. After the pipe bedding materials are placed and compacted as specified, backfill the trench.
 - a. Use backfill material free of cinders, ash, refuse, organic or frozen material, boulders, or other deleterious material.
 - b. From the top of the Type 1 Bedding to 6 inches (15 cm) below the ground surface, or the subgrade elevation, material containing stone up to 8 inches (20 cm) in the greatest dimension may be used.
 - c. Cost of screening, drying, or moistening excavated backfill to comply with specifications will be considered incidental to the Contractor's bid price per linear foot of pipe and service lines, and unit prices for appurtenances, and no additional payment will be made for such work.

Delete Sections 02221.3.6.C.6.a through c and replace with the following.

- a. Type A Trench Backfill. Place trench backfill in maximum 8 inch (20 cm) compacted lifts within 3 percent of optimum moisture content and compact to at least 95 percent of maximum dry density determined by AASHTO T99 or by ASTM D698. For materials that do not exhibit a typical well-defined moisture-density curve, compact backfill to 70 percent relative density as determined by ASTM D4253 and D4254.
- b. Type B Trench Backfill. Place trench backfill in maximum 8 inch (20 cm) compacted lifts within 3 percent of optimum moisture content, and compact to at least 90 percent of maximum dry density determined by AASHTO T99 or by ASTM D698. For materials that do not exhibit a typical well-defined moisture-density curve, compact backfill to 50 percent relative density as determined by ASTM D4253 and D4254.
- c. Type C Trench Backfill. Place and compact Type C Trench Backfill in maximum 12 inch (30 cm) lifts at densities equal to or greater than the densities of adjoining undisturbed soil. Mound earth over the trench top, if so directed by the Engineer. In cultivated areas, place stripped topsoil uniformly over the backfilled trench to the original depth. Do not compact the topsoil, but grade to provide a smooth surface conforming to the adjoining ground surfaces.

Delete Section 02221.3.6.D and replace with the following.

- D. Replacement of Unsuitable Backfill Material

1. Remove and dispose of excavated soils that are saturated, contain deleterious materials, or have characteristics that, in the opinion of the Engineer, render the soils unsuitable as backfill, and/or which cannot be readily conditioned or dried to be made suitable.
2. Replace unsuitable soils with material obtained from trench excavations within the project limits at the expense of the Contractor.
3. If suitable replacement material is not available within project limits, notify the Engineer. The Engineer will quantify the extent of any unsuitable soils to be removed and replaced with material from an approved source, to be paid for as Imported Backfill Material, and provide written notification of the approved quantities to the Contractor. Payment for Imported Backfill Material will not be approved if Contractor fails to notify the Engineer and/or proceeds with removal and disposal of unsuitable material prior to receiving written notice from the engineer.
4. Provide imported backfill material with a gradation as follows and a maximum plasticity index of 10, determined by AASHTO T89 and T90 or by ASTM D4318. Imported backfill may not contain rock measuring greater than 6 inches (15 cm) in the greatest dimension.

Percent by Weight Passing	
Sieve Size	% Passing
1" (25 mm)	70 - 100
No. 4 (4.75 mm)	40 - 80
No. 10 (2.00 mm)	25 - 60
No. 200 (0.075 mm)	2 - 35

5. Place and compact all imported material according to the applicable backfill specification requirements.

Delete Section 02221.3.6.F.1 and replace with the following.

1. Provide warning tape as described in this Section. Bury tape a maximum of 18 inches (45 cm) below finish surface grade.

Add Section 02221.3.8.B.

- B. Dispose of vegetation; coarse debris resulting from pavement or sidewalk removal; stones, junk, debris, and other materials encountered in excavation work; and other similar waste materials away from the site of the work at the Contractor's expense.

Delete Section 02221.3.9.C and replace with the following.

- C. The maximum permissible distance between backfilling/compaction operations and the end of newly installed pipe is 100 feet (30 m) in existing streets (and/or alleys) and 200 feet (60 m) in all other areas.

Delete Section 02221.3.9.E. and replace with the following.

- E. For each work group consisting of a trench excavator, a pipe laying crew, and a backfilling/compaction crew, the maximum allowable open ditch at any time is 200 feet (60 m) in existing streets (and/or alleys) and 400 feet (120 m) in all other areas.

Add Section 02221.3.9.G.

- G. At the completion of each working day, fill all trenches and/or provide safety netting, Jersey barrier, and other barricades required for public safety.

Add Section 02221.3.10.

3.10 DRAINAGE CROSSINGS

- A. Where trenches are constructed in or across roadway ditches or other water courses, protect the backfill from surface erosion by adequate means. Where the grade of the ditch exceeds 1 percent, prevent erosion by a suitable method approved by the Engineer. Backfill trenches in such a manner that water will not accumulate in unfilled or partially filled trenches.
- B. Remove all material deposited in roadway ditches or other water courses crossed by the trench immediately after backfilling is completed and restore the section, grades, and contours of such ditches or water courses to their original conditions, in order that the surface drainage is obstructed no longer than necessary.

SM-02230 STREET EXCAVATION, BACKFILL, AND COMPACTION

Delete Section 02230.1.3.A and replace with the following.

- A. Field Density Testing
 - 1. Meet the testing requirements of Special Provisions and Section 01400: Contractor Quality Control and Owner Quality Assurance.
 - 2. Assure in-place field density tests meet ASTM D1556 (AASHTO T191) Sand Cone Method or ASTM D2922 and D3017 (AASHTO T238 and T239) Nuclear Densometer Methods. Quality assurance field density testing frequency is at the Engineer's discretion.

Delete Section 02230.3.1.A and replace with the following.

- A. Perform Clearing and grubbing including the excavation, removal and disposal of roots, stumps, sod, or any organic material and buried debris from within construction limits. Construction limits are defined by all areas within the cut/fill limits and extending 1 foot (0.3 m) beyond the back of sidewalk and/or curb and gutter, or 2 feet (0.6 m) beyond the edge of pavement if no sidewalk or curb and gutter is present. Remove unsuitable material to at least 12 inches (30 cm) below subgrade elevation.

Delete Section 02230.3.4.A and replace with the following.

- A. Excavate to the specified lines and grade or as directed by Engineer. Excavate without causing rutting, pumping, or other disturbances to underlying materials.

SM-02234 SUB BASE COURSE

Delete Section 02234.2.5.A and replace with the following.

- A. Use water from an approved source.

SM-02235 CRUSHED BASE COURSE

Delete Section 02235.2.2.C and replace with the following:

- C. Crush material so that the percentage of fractured particles in the finished product is as constant and uniform as practical. Crush to produce material where at least 50 percent of the material retained on the No. 4 sieve has at least one fractured face.

Delete Section 02235.2.4.A and replace with the following.

- A. Use water from an approved source.

SM-02502 ASPHALT PRIME AND/OR TACK COAT

Delete Section 02502.2.1.A and replace with the following:

- A. Unless otherwise specified, furnish asphalt material grade and typed as specified below.
1. Furnish Liquid Asphalt, MC-70 meeting the requirement of Section 702 of the MDT Standard Specifications for all asphalt prime coat applications.
 2. Furnish Liquid Asphalt, MC-800 and/or MC-3000 meeting the requirement of Section 702 of the MDT Standard Specifications for all chip seal applications on gravel roads.
 3. Furnish Emulsified Asphalt, SS-1 meeting the requirements of Table 1 in this section for all asphalt tack coat applications.
 4. Furnish Emulsified Asphalt, CRS-2 or CRS-2P meeting the requirements of Table 2 in this section for all asphalt chip seal applications.

Delete Section 02502.3.2.B and replace with the following:

- B. Apply MC-70 at a rate of 0.20 gallons per square yard (0.91 L/m²) on all asphalt prime coat applications.

SM-02504 ASPHALT SEAL COAT

Delete Section 02504.2.2.A and replace with the following:

- A. Unless otherwise specified, furnish $\frac{1}{2}$ inch (13 mm) seal coat aggregate meeting the requirements of Section 2510: Asphalt Concrete Pavement and Table 1 in this section for all chip seal applications on gravel roads. Unless otherwise specified, furnish $\frac{3}{4}$ inch (9.5 mm) seal coat aggregate meeting the requirements of Section 2510: Asphalt Concrete Pavement and Table 2 for all chip seal applications on asphalt roads.

Add the following to Section 02504.3.3.B:

2. Do not perform seal coat work if the local weather forecast includes a predicted temperature lower than 45 degrees Fahrenheit (7° C) within 12 hours after the intended close of the work for the day.
3. Do not perform seal coat work if the local weather forecast includes a probability of precipitation greater than 45 percent within the intended schedule of operations for the day. Regardless of the weather forecast, seal coat work may be suspended if impending adverse weather conditions occur in the vicinity of the work.

Delete Section 02504.3.3.D.1 and replace with the following:

1. Apply asphalt material at a rate of 0.35 gallons per square yard (1.6 L/m^2) when using Emulsified Asphalt CRS-2 or CRS-2P, and at a rate of 0.50 (2.3 L/m^2) gallons per square yard when using Liquid Asphalt MC-800 or MC-3000. Apply asphalt material at a rate of 0.20 gallons per square yard (0.9 L/m^2) for sand seal applications. Apply the asphalt material uniformly at the rate specified.

Delete Section 02504.3.3.E.1 and replace with the following:

1. Apply seal coat material at a rate of 25 pounds per square yard (13.6 kg/m^2) on all chip seal applications. Apply seal coat material at a rate of 15 pounds per square yard (8.1 kg/m^2) on all sand seal applications. During the course of the work, make adjustments in the rate of application as required or as directed by the Engineer.

SM-02510 ASPHALT CONCRETE PAVEMENT

Delete Section 02510.2.1.B and C and replace with the following.

- B. Unless otherwise specified, furnish Type B or B-Modified aggregate meeting the requirements of Table 2 in this section for all asphalt pavement applications.
- C. Unless otherwise specified, furnish (PGAB) PG58-28 Asphalt Binder Material meeting the requirements of Table 3 in this section for all asphalt pavement applications.

Delete Section 02510.2.2.G and replace with the following.

- G. Produce coarse aggregate retained on the No. 4 sieve (4.75 mm) having a minimum of 75 percent by weight of particles with at least two mechanically fractured faces. When fractures are contiguous, assure the angle between the fracture planes is at least 30 degrees to count as two fractured faces.

Add the following to Table 1 in Section 02510.2.2.1.1.

Percent by Weight Passing	
Sieve Size	Type B-Modified
1" (25 mm)	—
3/4" (19 mm)	100
1/2" (12.5 mm)	82 - 95
3/8" (9.5 mm)	70 - 90
No. 4 (4.75 mm)	45 - 65
No. 10 (2.00 mm)	32 - 45
No. 40 (0.425 mm)	15 - 25
No. 200 (0.075 mm)	4 - 8

Add the following to Section 02510.2.5.B.2:

All type B-modified asphaltic concrete surfacing shall meet the following Marshall Design criteria as determined by ASTM D1559.

- a. Number of Compaction Blows, Each End of Specimen 75
- b. Stability, Minimum 1500 lbs.
- c. Flow 8 - 16
- d. Air Voids, Percent 3 % - 5%
- e. Percent Air Voids Filled with Bitumen 65-75

Delete Section 02510.3.9 and replace with the following.

- A. Sampling and testing of the aggregates and other constituent materials will meet the requirements of Special Provisions and Section 01400: Contractor Quality Control and Owner Quality Assurance.

Add the following to Section 02510.3.14.B.3:

- d. Skin patching will not generally be considered a satisfactory method of repair.
- e. Tack coat all existing edges prior to placing new asphalt concrete.

Delete Section 02510.3.16.A.1 and add the following:

- 1. The maximum lift thickness is 3 inches (compacted depth) for surface courses and 6 inches (compacted depth) for base courses.

Delete Section 02510.3.29 and replace with the following.

3.29 PAVEMENT AND MATERIAL TESTING REQUIREMENTS

- A. Meet the testing requirements of the Special Provisions and Section 01400: Contractor Quality Control and Owner Quality Assurance.
- B. Owner or Owner's representative may perform field density testing of the pavement through the use of a nuclear densometer and/or by providing 4 inch diameter core samples of the asphalt surface courses.
- C. The Owner or Owner's representative may determine the field thickness of the pavement by inserting a flat blade through the material to the previously placed base, measuring core samples, or other approved method. The actual measured thickness must be within $\frac{1}{4}$ inch (6.35 mm) of the specified thickness. When the measurement of any field thickness is less than the plan thickness by more than the allowable deviation, the actual thickness of the pavement in this area may be determined by taking additional measurements at intervals parallel to the centerline in each direction from the affected locations until, in each direction, pavement is found which is not deficient by more than the allowable deviation. Additional measurements of field thickness are considered as re-testing of failing areas.
- D. In all cases, the costs of the following tests are at Contractor's expense:
 - 1. Initial Aggregate Tests
 - 2. Job Mix Formula
 - 3. Any Tests Contractor Requires for Quality Control for Crushing, Screening, or Other Construction Operations
 - 4. Re-testing of Failing Tests or Required Additional Testing
- E. Correct all pavement composition and field density deficiencies at Contractor's expense. Areas found deficient in thickness by more than the allowable deviation will be evaluated by the Engineer. If the Engineer determines the deficient areas warrant removal, remove and replace the areas with asphaltic concrete of the thickness shown on the Drawings at the Contractor's expense.

SM-02528 CONCRETE CURB AND GUTTER

Delete Section 02528.2.3.A and replace with the following.

- A. Furnish pre-formed expansion joint material meeting the requirements of AASHTO M213.

Add Section 02528.2.5.A.2.

- 2. Apply liquid membrane-forming compound between April 15 and August 14 of each year.

Add Section 02528.2.5.B.2.

2. Apply water-soluble or emulsified linseed oil compound between August 15 and April 14 of each year.

Delete Section 02528.3.2.B and replace with the following.

- B. Complete excavation to the lines shown in the Contract Documents, or as specified by Engineer.

Delete Section 02528.3.6.B.1 and replace with the following.

1. Finish the surface of the concrete curbs and gutters true to the lines and grades shown on the Drawings. Work concrete until the coarse aggregate is forced down into the body of the concrete and no coarse aggregate is exposed.

Delete Section 02528.3.9.A and replace with the following:

- A. Complete the curb backfill to 4 inches (10 cm) below the top of curb before final grading the subgrade and placing the base course of the street section.

Delete Section 02528.3.9.E and replace with the following.

- E. Compact backfill to prevent settlement and level the surface to be free draining. Complete all backfill within 4 days after curb and gutter is placed.

**SM-02529 CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN
FILLETs, VALLEY GUTTERS, AND MISCELLANEOUS NEW CONCRETE
CONSTRUCTION**

Delete Standard Drawing 02529-6, Retrofit Drive Approach, from the list in Section 02529.1.2.A and the drawing itself in its entirety from Appendix A.

Delete Sections 02529.3.2.A, B and C and replace with the following.

- A. Excavate to the specified depth, or as directed by the Engineer. Assure the concrete subgrade has a firm and even surface and is compacted as specified in Section 02230: Street Excavation, Backfill, and Compaction, as may be modified by the Standard Modifications.
- B. Place and compact at least 3 inches (75 mm) of gravel base material to a firm, even surface. This requirement is waived for concrete if it is to be installed on street base course material exceeding 3 inches (75 mm) or more in thickness and is approved by Engineer.
- C. Do not remove sidewalks, private driveways, or conduct foundation preparation activities more than 4 days prior to the planned concrete pour.

Delete Section 02529.3.4.A and replace with the following.

- A. Place and hold in position reinforcement meeting the contract requirements, or as directed by Engineer, before placing the concrete.

Delete Section 02529.3.6.B.1 and replace with the following.

1. Finish the concrete surface true to lines and grades shown on the Drawings. Work concrete until the coarse aggregate is forced down into the body of the concrete and no coarse aggregate is exposed. Float the concrete surface using a magnesium float to a smooth and uniform surface. Plastering of the surface is prohibited. Edge all outside edges of the slab and all joints using a 1/4 inch (6.4 mm) radius edging tool.
2. Immediately after the forms have been removed, remove all form bolts and tie wires to a depth of at least 1/2 inch (12.5 mm) below the surface of the concrete. Clean and fill all holes and depressions caused by the removal or setting back of form bolts or tie wires with Portland cement mortar composed of 1 part cement by volume and 2 parts sand. Chip out, clean and fill all rock pockets, honey, and air pockets with mortar, in compliance with instruction of the Engineer. If, in the judgment of the Engineer, rock pockets are of such an extent or character as to materially affect the strength of the structure or to endanger the life of the steel reinforcement, he may declare the concrete defective and order the complete removal and replacement of that portion of the structure so affected.
3. Carefully make all mortar patches using a very dry mortar tamped firmly in the void. Keep the patches wet for a period of 3 days after which it will be inspected for shrinkage cracks. Excessive cracking will require complete removal and replacement of the patch.
4. Screed, float and light broom finish sidewalks, exterior slabs, approaches, etc. and membrane cure. After concrete has hardened sufficiently, give the surface a broom finish. Obtain Engineer approval of the broom before use. Assure the broom strokes are square across the concrete from edge to edge, overlapping adjacent strokes. Broom without tearing the concrete. Assure the broomed finish produces regular corrugations not exceeding 1/8 inch (3.2 mm) in depth.
5. Steel trowel finish interior floor surfaces which will be exposed after construction is completed, surfaces to be covered with resilient floor coverings or seamless floor coverings, the exposed portion of the top of equipment bases, the top of interior curbs, and other surfaces designated on the Drawings. Perform troweling after the second floating when the surface has hardened sufficiently to prevent an excess of fines from being drawn to the surface. Produce a dense, smooth, uniform surface free from blemishes and trowel marks.
6. Apply liquid or shake-on floor hardener to all interior concrete floors which are subject to foot or equipment traffic and are not required to be covered with resilient floor coverings or seamless flooring. Prior to application, thoroughly clean the floor of all dirt, grease, and other foreign matter. Do not apply curing compounds to floors scheduled to receive floor hardener unless compatibility with the hardener is demonstrated in manufacturer's data.

Delete Section 02529.3.9.C and replace with the following

- C. Compact backfill to prevent settlement and level the surface to a neat appearing and free draining surface within 4 days after concrete is placed. Where required by the contract, topsoil shall be placed to the lines and grades of the work. The addition of topsoil, seed, and/or sod and all finish grading work shall be completed and ready for inspection within 6 days of concrete placement.

Delete Section 02529.3.11.A and replace with the following.

- A. Construct new street monuments, new street light bases, and other miscellaneous concrete construction in accordance with the detail drawings, or as directed by Engineer.

Add Section 02529.3.11.B.

- B. New concrete construction required to maintain or restore existing structures will be considered incidental to the cost of pipe installation and no additional payments made. Include the concrete costs associated with thrust blocks with the unit costs bid for the valve, fittings, or appurtenance requiring the thrust block. New concrete work not included above, or specifically called out on the Drawings, must first be approved by Engineer.

Add Section 02529.3.11.C.

- C. Construct all curb ramps with detectable warning surfaces in conformance with the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Detectable warning surfaces shall be considered deficient and subject to replacement by the Contractor if more than 5 percent of the truncated domes on a ramp surface are missing or damaged, if the detectable warning product has lost any adhesion to the concrete, or if the detectable warning product is cracked or shows other signs of distress, at the end of the two year warranty period.

SM-02720 STORM DRAIN SYSTEMS

In Section 02720.1.4, delete the references to Standard Drawings 02720-3: Sanitary Sewer and Storm Drain Manhole and 02720-4: Standard Straight Manhole; refer to the attached Modified Standard Drawings 02720-3 and 02720-4.

In Section 02720.3.2.A.3 change total ring height from 12-inch (30 cm) maximum to 6-inch (15 cm) maximum.

SM-02725 DRAINAGE CULVERTS

Delete Sections 02725.2.1.E and replace with the following.

- E. Culverts shall not require headwalls, cutoff walls or end treatments unless noted in the plans or bid sheets.

Delete Sections 02725.3.1.A and replace with the following.

- A-1 Excavation

Excavate to permit removal, jointing, and backfilling of pipe. Construct and maintain the excavations to prevent personal injuries, damage to foundations, structures, pole lines, or other facilities. Pile and maintain all excavated material to meet OSHA requirements and with minimum inconvenience to the public. Do not excavate below the specified depth, unless approved by the Engineer. When excavation is complete, request approval by the Engineer as to the character and suitability of the foundation material. The foundation shall provide a firm foundation of uniform density throughout its length and width.

A-2 Bedding

Place un-compacted bedding material over the foundation in a layer of uniform thickness. For pipe with diameters of 12 to 54 inches, the bedding thickness is 4 inches. For pipe diameters larger than 54 inches, the bedding thickness is 6 inches. For belled joints, recess the bedding to receive the joints. Place the culvert on un-compacted bedding layer. The bedding shall extend 18-inches beyond each side of the culvert unless otherwise noted on the plans. Furnish a well graded, free draining material free of excess moisture, muck, frozen lumps, roots, sod, or other deleterious material conforming to the following:

- Maximum particle size: 1/2 inch or half the corrugation depth, whichever is smaller
- Soil classification: AASHTO M 145 A-1, A-2-4, A-2-5, or A-3

A-3 Backfill

Use equipment and methods for backfilling and compacting that do not distort, misalign, or damage the pipe. Place backfill in horizontal layers that, when compacted, do not exceed 6 inches in depth. Firmly tamp the backfill under the pipe haunches. Bring backfill up evenly on all sides of the structure, and extend each layer to the limits of the excavation or to natural ground. Backfill with soils conforming to the following unless otherwise noted on the plans:

- For all structures and pipes other than plastic pipe:
Maximum particle size: 3 inches
Soil classification: AASHTO M 145 A-1, A-2, or A-3
- For plastic pipe:
Maximum particle size: 1½ inches
Soil classification: AASHTO M 145 A-1, A-2-4, A-2-5, or A-3

SM-03210 REINFORCING STEEL

Delete Section 03210.2.1.A and replace with the following.

1. Furnish deformed reinforcement steel meeting ASTM A615, (AASHTO M31) or ASTM A705, Grade 60. Use only epoxy-coated reinforcement steel supplied by a CRSI certified epoxy-coated reinforcement steel manufacturer.

Delete Section 03210.3.3.A and replace with the following.

- A. Accurately place and hold firm all steel reinforcement in the plan locations, or as directed by Engineer, as concrete is being placed. Thrusting dowels into freshly poured concrete is prohibited.

Delete Section 03210.3.3.C and replace with the following.

- C. Overlap welded wire fabric for successive mats or rolls providing an overlap measured between outermost cross wires of each fabric sheet not less than the greatest spacing of the cross wires plus 2 inches (50 mm) but not less than 6 inches (150 mm), whichever is greater. Extend the fabric across supporting beams and walls to within 4 inches (100 mm) of concrete edges. It may extend through contraction joints. Adequately support the fabric during concrete placement to maintain its position in the slab using the methods previously described or by laying the fabric on a concrete layer of the required depth before placing the upper slab layer.

Delete Section 03210.3.3.G and replace with the following.

- G. Follow the minimum concrete protective covering for reinforcement below, unless noted otherwise on the Drawings.

SM-03310 STRUCTURAL CONCRETE

Delete Section 03310.1.3.B and replace with the following.

- B. Employ, at the Contractor's expense, a testing laboratory acceptable to the Engineer to perform material evaluation tests, the mix design prior to placing any concrete, and all acceptance testing during the onsite placement of the concrete. Retesting or additional testing of concrete or materials failing to meet the requirements of these specifications must be done by the Contractor at no additional cost to the Owner.

Add the following to Section 03310.2.2.B.4.

- B. Severe exposure shall be used to determine the required air content.

Amend the footnote for Table 2.2 in Section 03310.2.2.B.4 to read the following.

*Air content tolerance is plus two percent (+2%) to minus one percent (-1%).

Modify the first sentence of Section 03310.2.2.B.4.c.3

The combined weight of fly ash and pozzolan meeting ASTM C618 cannot exceed 15 percent of the total weight.

Modify the last sentence of Section 03310.2.2.B.4.c.5

Fly ash or pozzolan must not constitute more than 15 percent of the total weight of cementitious material.

Delete Section 03310.3.7.A and replace with the following.

- A. All concrete must be tested by an ACI Grade I or equivalent certified testing technician. Unless otherwise specified, the Contractor shall be responsible for all acceptance testing during the on-site placement of the concrete.

Delete Section 03310.3.7.A.2.a and replace with the following.

- a. During each day's pour, check the consistency of the concrete by slump test. Also perform a slump test each time a test cylinder is made. Assure slump tests meet ASTM C143 "Method of Test for the Slump of Portland Cement Concrete."

Delete Section 03310.3.7.A.3.h and replace with the following.

- h. When concrete fails to meet the requirements above or when tests of field cured cylinders indicate deficiencies in protection and curing, the Contractor may order tests on the hardened concrete under Chapter 17.3 of ACI-301-84 or load tests in Chapter 20 of the ACI Building Code (ACI 318-83) for that portion of the structure where the questionable concrete has been placed. In the event the load or core tests also indicate that the structure is unsatisfactory, make all modifications as directed by the Engineer to make the structure sound.

Delete Section 03310.3.7.A.4.a and replace with the following.

- a. During each strength test, check the air content by either ASTM C231 "Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method, ASTM C173 "Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method", or ASTM C138 "Method of Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete."

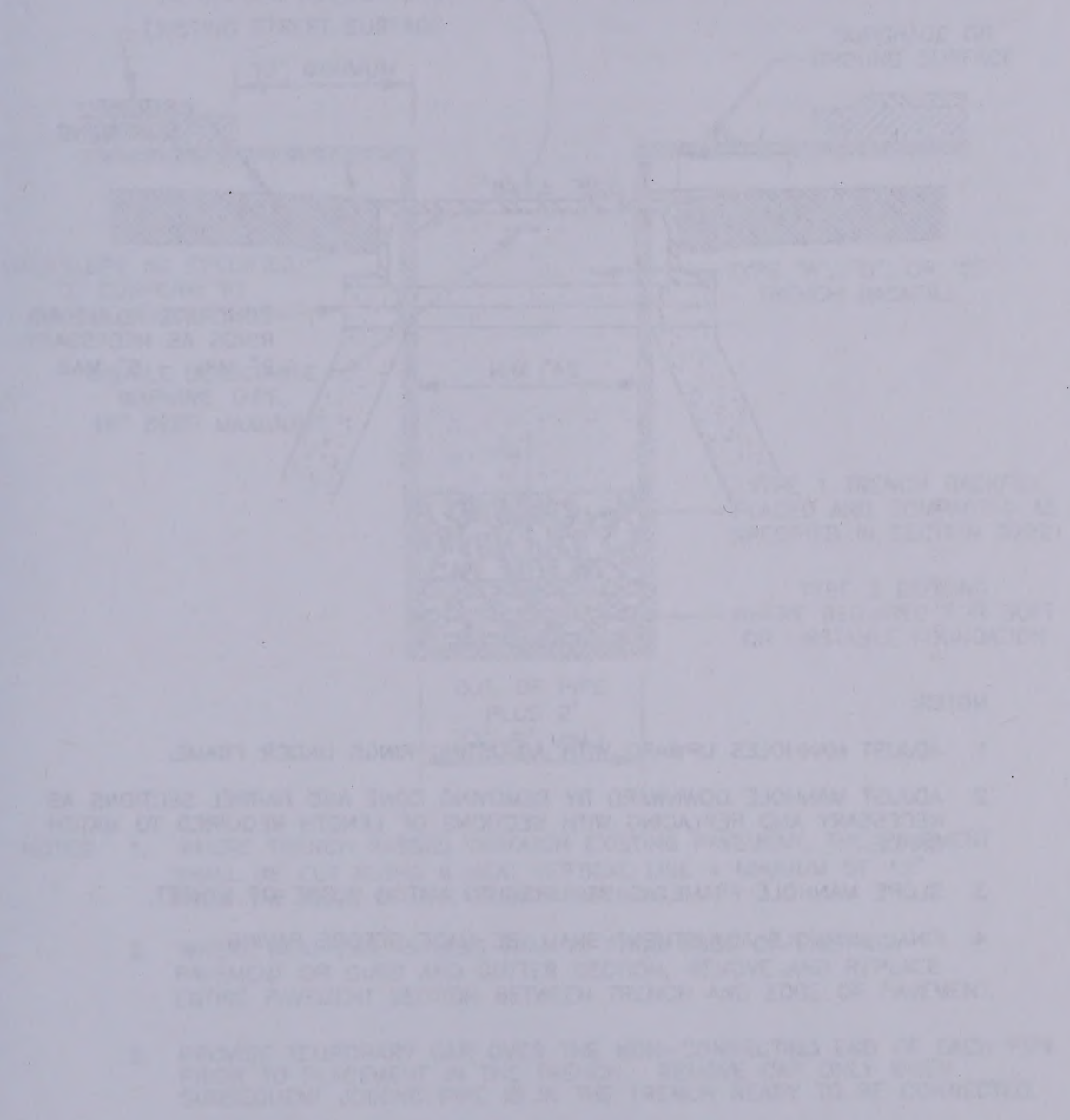
Add Sections 03310.4.2.A.2 and 3.

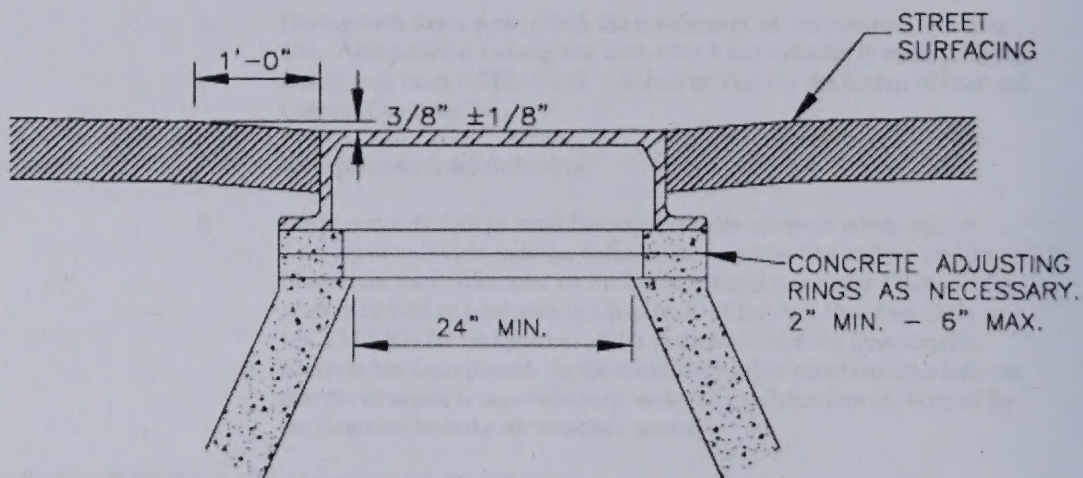
2. Concrete producers are to allow access to their facilities by Owner or Owner's representative for inspecting their facilities and/or sampling materials. Assure all facilities meet the requirements of the "National Ready-Mix Concrete Association" check list for concrete production facilities.
3. Items directly affecting a facility's ability to properly proportion, transport, and deliver concrete may be reason for disqualifying that facility as a source of supply until such deficiencies are corrected. Examples would include cement and aggregate scales that will not accurately weigh materials or mixer units which will not thoroughly mix concrete materials.

Amend the first line and note of Table 4.1 in Section 03310.4.2.D to read the following.

SUBMITTAL	FREQUENCY		
	Monthly	Twice Yearly	Other
Complete Mix Design			Annually, or see 4.2.B.3a

Note: The monthly reports indicated above will not be required during non-production months. Frequency of submittals may change as dictated by variations of test data.





NOTES:

1. ADJUST MANHOLES UPWARD WITH ADJUSTING RINGS UNDER FRAME.
2. ADJUST MANHOLE DOWNWARD BY REMOVING CONE AND BARREL SECTIONS AS NECESSARY AND REPLACING WITH SECTIONS OF LENGTH REQUIRED TO MATCH GRADE.
3. SLOPE MANHOLE FRAME AS REQUIRED TO MATCH SLOPE OF STREET.
4. FINAL MANHOLE ADJUSTMENT SHALL BE MADE BEFORE PAVING.

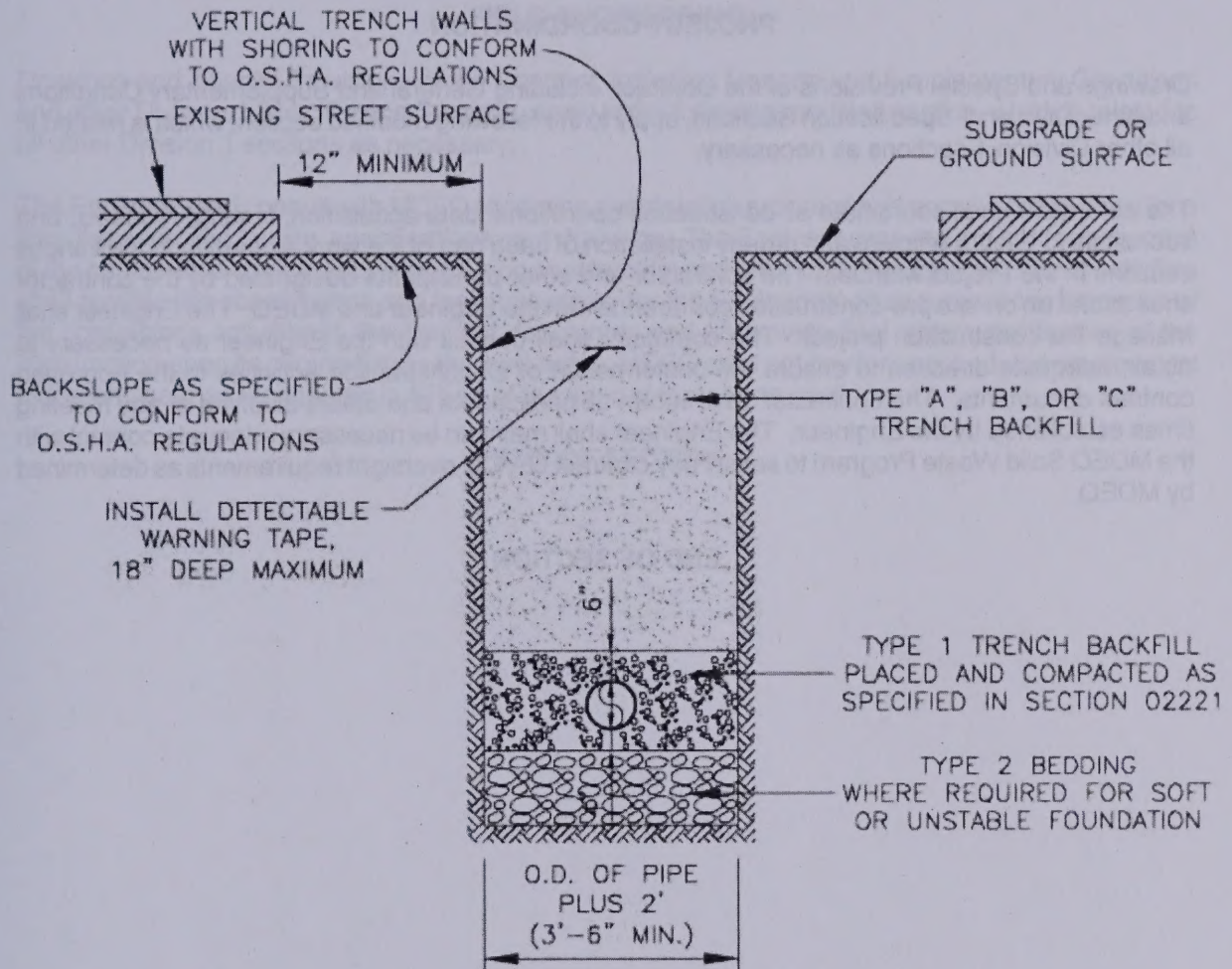
REVISED: 6-1-2011



SCALE:
NONE

MANHOLE ADJUSTMENT
DETAIL

MODIFIED STANDARD
DRAWING
NO. 02213-1



- NOTES:
1. WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING.
 2. WHERE NEAT LINE IS LESS THAN 3' FROM EDGE OF EXISTING PAVEMENT OR CURB AND GUTTER SECTION, REMOVE AND REPLACE ENTIRE PAVEMENT SECTION BETWEEN TRENCH AND EDGE OF PAVEMENT.
 3. PROVIDE TEMPORARY CAP OVER THE NON-CONNECTING END OF EACH PIPE PRIOR TO PLACEMENT IN THE TRENCH. REMOVE CAP ONLY WHEN SUBSEQUENT JOINING PIPE IS IN THE TRENCH READY TO BE CONNECTED.

REVISED: 8-1-11



SCALE:
NONE

TYPICAL UTILITY TRENCH

MODIFIED STANDARD
DRAWING

NO. 02221-1

SECTION 01041

PROJECT COORDINATION

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall coordinate all construction operations, data acquisition, testing, requests, and submittals to ensure efficient and orderly installation of each part of the work according to the various sections in the Project Manual. The contractor and other participants designated by the contractor shall attend an on-site pre-construction conference with the Engineer and MDEQ. The Engineer shall manage the construction project. The contractor shall consult with the Engineer as necessary to obtain adequate direction to ensure the conformance of all construction activities to the approved contract documents. The contractor shall inform all participants and others involved of any meeting times established by the Engineer. The Engineer shall maintain as necessary adequate contact with the MDEQ Solid Waste Program to satisfy any contract QA/QC oversight requirements as determined by MDEQ.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The Engineer shall consult with MDEQ regarding construction progress and approval of all deviations from the approved design, specifications, and drawings. The Engineer shall visit the site for inspection of the contractor's work at least twice during construction and once upon completion. These activities shall provide the observations and tests necessary for the Engineer to (i) document conformance of the contractor's activities to the contract documents and (ii) provide final written certification of the construction upon its completion by the contractor. MDEQ shall not pay for unscheduled employment of the engineer as designated in SP-14 of the special Provisions section.

END OF SECTION

SECTION 01090

REFERENCES

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

All provisions of Section 01090 are additionally adopted unchanged from the Montana Public Works Standard Specifications (MPWSS), 6th Edition, dated April 2010.

END OF SECTION

SECTION 01250

CONTRACT MODIFICATION PROCEDURES

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor may propose changes to the contract by submitting a request for a change to the Engineer. The Engineer may propose changes to the work by submitting a request for a change to the MDEQ. Any proposed changes in the work that modify the approved design, specifications, testing procedures, and special or general provisions of the contract shall be submitted by the Engineer to MDEQ for review and approval prior to initiation by the contractor. The Engineer shall direct the contractor during the execution of all approved changes in the contract.

END OF SECTION

SECTION 01275

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for measurement and payment.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: The Measurement and Payment sections do not necessarily name all incidental items required to complete the work. The cost of all such incidentals shall be included in the various related items of work. All estimated quantities stipulated in the Bid Forms or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing the proposals submitted for the work. It is understood and agreed that the actual amounts of work performed and materials furnished under unit price items may differ from such estimated quantities and the payment for such work and materials shall be based on the actual amount of work done and materials furnished in each case.
- C. Engineer will determine the actual quantities and classifications of Unit Price Work performed by the Contractor.
- D. List of Bid Items: A list of unit Bid Items is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each Bid Item.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST BID ITEMS

A. Bid Item No. 1- MOBILIZATION

1. Description: This item covers the costs of preparatory work and operations. Any bids that contain a lump sum bid price for mobilization greater than 10% of the bid price for the respective schedule or additive alternative may be rejected at the option of the Owner.
2. Work Required: Work required under this section includes but is not limited to the following.
 - a. The movement of personnel, equipment, supplies and incidentals to the project site
 - b. The establishment of all facilities necessary for the work on the project;
 - c. The costs of obtaining the required permits, bonds, and insurance; and
 - d. All other work and operations which must be performed, or costs incurred prior to beginning work on the various items of the project.
3. Unit of Measurement: Lump Sum
4. Measurement: Measurement for MOBILIZATION will be made as a percentage completed of the lump sum. 50% of the lump sum will be credited to the first progress payment, with the second 50% being credited to subsequent progress payments in proportion to total construction completed as a percentage of the contract unit price.
5. Payment: Payment for MOBILIZATION will be made at the contract unit price bid as a lump sum.

B. Bid Item No. 2 - CULVERTS:

1. Description: This item shall meet the requirements of Sections 02234, 02235, and 02720 of the MPW Standard Specifications. Contractor shall install cross drains and approach pipes at the sizes and locations shown on the plans.
2. Work required under this section shall include but not be limited to the following:
 - a. Furnishing, excavating, placement, and backfilling of the culverts at the locations shown on drawings;
 - b. Furnishing, installing, maintaining, replacing, and operating necessary construction traffic control devices throughout the work period;
 - c. Preparing and submitting the traffic control plan and making adjustments as required for final approval;
 - d. Restoring road to the section shown on the plans;
 - e. Provide gradation and proctor tests for aggregates as required;
 - f. Furnish and install road stabilization fabric;
 - g. Loading, hauling, and spreading the aggregate base and surface course material;
 - h. Blending, watering and compacting;
 - i. Finish grading to the lines and grade of existing road;
 - j. All labor, tools, equipment, materials, royalties, incidentals necessary to complete the work as specified.
3. Unit of Measurement: Lineal foot

4. Measurement: Measurement for CULVERTS will be per LINEAL FOOT as indicated in the Bid Form and as shown on the plans.
5. Payment: Payment for CULVERTS will be made at the contract unit price bid per LINEALFOOT as indicated in the Bid Form.

C. Bid Item No. 3 – CUT, PLUG AND ABANDON EXISTING CULVERT:

1. Description: As shown on the Drawings, the culvert connecting Pond 1 and Pond 2 shall be abandoned. The Contractor shall cut, plug and abandon the existing culvert. Cut the old culvert back, and either cap or plug with a fitting designed for the purpose or fill in and around the pipe end with one quarter yard of concrete.
2. Work Required: Work required under this section shall include but not be limited to the following.
 - a. Trench excavation, backfill, and compaction;
 - b. Dewatering, sheeting, and shoring;
 - c. Furnishing and installing concrete plug;
 - d. All labor, tools, equipment, materials, royalties, and incidentals necessary to complete the work as specified.
3. Unit of Measurement: Per Each.
4. Measurement: CUT, PLUG AND ABANDON EXISTING CULVERT will be measured per each, regardless of size.
5. Payment: Payment will be made at the contract unit price bid per each for CUT, PLUG AND ABANDON EXISTING CULVERT as indicated in the Bid Form.

D. Bid Item No. 4 – EARTHWORK:

1. Description: This item shall cover site grading as indicated on the drawings and in the contract documents. Contractor shall grade all sections of roads and ditches as shown on the plans. Contractor to insure positive drainage on all ditches to a minimum depth as identified in the typical section. Engineer may require a flood test to be done on ditches to test for positive drainage. No additional costs for flood test. Contractor shall also construct the berm to the lines and grades as shown on the plans.
2. Work required under this section shall include but not be limited to the following:
 - a. Clearing & grubbing;
 - b. Strip & stockpile topsoil;
 - c. Disposal of excess or unsuitable material;
 - d. Stockpiling excess materials to be used in berm;
 - e. Supplying all necessary testing;
 - f. Providing water for compaction of subgrade;
 - g. Temporary erosion control measures;
 - h. Final grading, cleanup;
 - i. The Contractor to construct ditches and spillways to provide positive drainage;
 - j. Contractor to move trailers, remove and neatly stock pile any fence, landscaping rock, surface trash, etc. that may be in the way of constructing new ditch section or berm.
 - k. Placing topsoil on disturbed areas;
 - l. All labor, tools, equipment, materials, royalties, incidentals necessary to complete the work as specified.
3. Unit of Measurement: LUMP SUM

4. Measurement: Measurement for EARTHWORK will be per lump sum as indicated in the Bid Form and as shown on the plans.
5. Payment: Payment for EARTHWORK will be made at the contract unit price bid per lump sum as indicated in the Bid Form.

E. Bid Item No. 5. - RIPRAP

1. Description: This item includes supplying and installing the riprap to the lines and grades shown on the plans.
2. Work required under this section shall include, but not be limited to the following:
 - a. Providing material submittals;
 - b. Preparing subgrade for riprap, including all work associated with geotextile fabric;
 - c. Furnish and install geotextile fabric;
 - d. Furnish and place riprap material to the lines and grade shown on the Plans;
 - e. Grade, level, and compact riprap material to a well graded, uniform surface;
 - f. All labor, tools, equipment, materials, royalties and incidentals required to complete the work as specified.
3. Unit of Measurement: Lump Sum
4. Measurement for RIPRAP will be per lump sum as indicated in the Bid Form and as shown on the plans.
5. Payment: Payment for RIPRAP will be made at the contract unit price bid per lump sum as indicated in the Bid Form.

F. Bid Item No. 6. - SEED AND FERTILIZE:

1. Description: This item includes seeding and fertilizing disturbed areas with approved mixtures. All areas that the Contractor disturbs shall be seeded and fertilized.
2. Work required under this section shall include but not be limited to the following:
 - a. Provide certifications of weed free seed mix;
 - b. Seed bed preparation;
 - c. Seeding and fertilizing the disturbed areas;
 - d. Protection of the seeded areas and reseeding as required during the maintenance period;
 - e. All labor, tools, equipment, materials, royalties, and incidentals necessary to complete the work as specified.
3. Unit of Measurement: Lump Sum
4. Measurement: Measurement for SEED AND FERTILIZE shall be made per lump sum as indicated in the Bid Form.
5. Payment: Payment for SEED AND FERTILIZE shall be made at the contract lump sum price bid as indicated in the Bid Form.

END OF SECTION

SECTION 01290

PAYMENT PROCEDURES

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

No progress payment will be made under the Contract. Final payment shall be paid by DEQ to Contractor in accordance with the time periods specified by state law, when: 1) the work has been completed to MDEQ's satisfaction and 2) the Contract is fully performed. The contractor shall submit to the Engineer for MDEQ approval a completed Application for Payment form. Three original copies of the form shall be notarized and completed by a person authorized to sign legal documents on behalf of the owner. The final payment application shall be submitted with all necessary supporting documentation as determined by the Engineer and MDEQ. MDEQ will not approve final payment without the Certification of Completion from the Engineer.

END OF SECTION

SECTION 01300

SUBMITTALS

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall submit to the Engineer any data, schedules, or construction reports as requested by the Engineer or MDEQ to document progress during performance of the work. The contractor shall also maintain adequate data during the work to provide project-specific information drawn accurately to scale according to the Engineer and MDEQ specifications. All submittals shall bear a contractor's approval stamp and shall conform to the Engineer's schedule and may include a subcontractor's list, applications for payment, insurance certificates and bonds, or other documents as determined by MDEQ. The Engineer shall submit to MDEQ (i) a punch list after the final on-site project inspection and (ii) a written certification of completion upon completion of the project by the contractor.

END OF SECTION

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall coordinate the preparation and processing of all documentation necessary to substantiate the performance of construction activities according to the approved design, specifications, testing procedures, and special or general provisions of the contract. The contractor shall submit to the Engineer a general Contractor's Construction Schedule that extends from the Notice to Proceed to the date of Substantial Completion. The contractor shall conform to all measures for the adequate timing of events and sufficiency of scheduling milestones as determined by the Engineer and MDEQ.

END OF SECTION

SECTION 01400

CONTRACTOR QUALITY CONTROL AND OWNER ASSURANCE

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall complete all required Contractor Quality Control procedures for the individual construction activities as specified in any construction section and SP-10 of the Special Provisions section. The contractor shall obtain from appropriate Testing Agencies all data necessary to verify conformance of manufactured materials with the specifications of each section prior to construction. The contractor shall also cooperate with the Engineer and MDEQ to assist in the completion of all required sampling and testing necessary to fulfill any Quality Control and Quality Assurance services and reporting specified in the construction contract. The contractor shall (i) protect construction exposed by or for any quality-control services and (ii) repair any damaged construction and restore substrates upon completion of all quality control service activities.

END OF SECTION

SECTION 01500

CONSTRUCTION AND TEMPORARY FACILITIES

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall provide all temporary facilities and controls as necessary for temporary utilities, support facilities, and security and protection facilities during construction until completion of the work, including but not limited to all requirements of the Special Provisions section. The contractor shall also provide suitable materials and equipment for the uses intended to meet the needs of this section, including maintenance. In providing for these facilities and controls, the contractor shall provide adequate supervision and comply with all applicable standards and regulations and shall arrange for all necessary testing and inspections. Any cost or use charges for the establishment, operation, maintenance, termination, and removal of temporary facilities or controls are not chargeable to the MDEQ and shall be included in the contract sum.

END OF SECTION

SECTION 01570

CONSTRUCTION TRAFFIC CONTROL

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall maintain traffic control at least according to SM-01570 and SP-13 of the Special Provisions section.

END OF SECTION

SECTION 01580

TEMPORARY WATER SUPPLY

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall provide for temporary water supply according to SP-05 of the Special Provisions section.

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall purchase only items for incorporation into the work that meet the specifications of the contract and provide manufacturers data to the Engineer. The contractor shall request and obtain prior approval by the Engineer and MDEQ before proceeding to utilize or substitute any product in the construction according to each section. The contractor shall submit three stamped copies of each request, including all necessary supporting documentation that the product complies with specifications of the contract. All proposed substitutions shall be compatible with previously approved selections.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

Prior to issuing a request for final inspection by the Engineer, the contractor shall submit three copies of a completed Application for Final Payment and all supporting documents as required for review and approval by the Engineer and MDEQ. The supporting documents shall at least include appropriate project record documents and record drawings. The Engineer shall provide a punchlist upon final inspection of the contractor's work. The contractor shall request inspection by the MDEQ upon completion of the punchlist items. The MDEQ shall review and approve all quality control and assurance documents, deviations, record documents and drawings, evidence of punchlist completion, and any other associated data, including but not limited to contractor insurance and bonding, prior to approval of the final payment to the contractor.

END OF SECTION

SECTION 01730

EXECUTION REQUIREMENTS

Drawings and Special Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the following modified section, which is related to all other Division 1 sections as necessary.

The contractor shall follow all general procedural requirements governing the execution of the work as provided in the Project Manual and Contract, including any changes or directives given by the Engineer or MDEQ.

END OF SECTION

SECTION 02232

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees and vegetation to remain.
 - 2. Removing trees and other vegetation.
 - 3. Clearing and grubbing.
 - 4. Topsoil stripping.
 - 5. Removing above-grade site improvements.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place.
 - 7. Disconnecting, capping or sealing, and removing site utilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Construction and Temporary Facilities" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
 - 2. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings according to Division 1 Section "Closeout Procedures."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Work on adjoining properties is not included in the scope of this project.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earth Work."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.

- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with burlap and water regularly.
 - 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
 - 3. Coat cut faces of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
 - 1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.
- E. Transplant trees and vegetation indicated to be relocated to the location designated by the Engineer, in a manner approved by Engineer.
 - 1. Employ a qualified arborist or landscaping expert, licensed in jurisdiction where Project is located, to transplant trees and shrubs.
 - 2. Operation shall be completed in such manner as to protect the root wad of the tree or other vegetation.

UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two weeks in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches (450 mm) below exposed subgrade.
 - 4. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 8-inch (200-mm) loose depth, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water.
 - 1. Do not stockpile topsoil within drip line of remaining trees.
 - 2. Dispose of excess topsoil as specified for waste material disposal.
 - 3. Stockpile surplus topsoil and allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them in a location approved by the Owner.

END OF SECTION

SECTION 02234

SUB BASE COURSE

PART I: GENERAL

1.1 DESCRIPTION

- A. This work is constructing a sub-base course of either crushed or uncrushed materials meeting the specified gradations and other quality criteria specified herein.

1.2 REFERENCES

AASHTO T11	Amount of Material Finer Than No. 200 (0.075 mm) Sieve in Aggregate
AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T89	Determining Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T176	Sand Equivalent Value of Soils and Fine Aggregate
AASHTO T96	Resistance to Degradation By Abrasion and Impact in the Los Angeles Machine
AASHTO T99 (ASTM D698)	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5-lb (2.5 kg) Rammer and 12-Inch (305 mm) Drop
ASTM D5821	Determining the Percentage of Fractured Particles in Coarse Aggregate
AASHTO T191 (ASTM D1556)	Density of Soil in-Place By Sand Cone Method
AASHTO T310 (ASTM D6938)	In-Place density and water content of the soil and soil aggregate by Nuclear Method (Shallow Depth)

1.3 DENSITY CONTROL TESTING

- A. Field Density Testing
1. Meet the quality control and quality assurance testing requirements in section 01400, Contractor Quality Control and Owner Quality Assurance.
 2. In-place field density tests for quality assurance are at Owner expense meeting AASHTO T191 (ASTM D1556) Sand Cone method or AASHTO

T310 (ASTM D 6938), Nuclear Densometer method. Quality assurance field density testing frequency is at the discretion of the Engineer.

3. Retesting of failing areas is at the expense of the Contractor.

B. Laboratory Maximum Density and Optimum Moisture

1. Moisture density curves will be provided by the Contractor for each base material supplied. These will be provided at the expense of the Contractor.

C. Materials Submittals

1. Submit to the Engineer gradations, moisture density curves and other preliminary test results for sources to be used for base materials prior to delivery to the site for approval by the Engineer. If recycled materials are proposed, CBR test data must be submitted to the Engineer to assure consistency with design requirements.

PART 2: PRODUCTS

2.1 GENERAL

A. Furnish select sub-base material meeting the applicable aggregate quality.

2.2 UNCRUSHED SUBBASE

A. Furnish material consisting of hard, durable stone, gravel or other similar materials mixed or blended with sand, stone dust, recycled concrete and/or asphalt or other binding or filler materials produced from approved sources, providing a uniform mixture meeting these specifications and compacted into a dense and well-bonded sub base. Oversize material of acceptable quality may be crushed and used in the base material, if the blend meets the specified gradations.

B. Assure the material retained on the No.4 sieve has a wear not exceeding 50 percent at 500 revolutions as determined by AASHTO T96.

2.3 CRUSHED SUBBASE

A. Furnish material having both fine and coarse crushed stone or crushed gravel, and/or natural gravel, and when approved, blended with soil, sand, screenings, recycled concrete and/or asphalt or other materials.

B. Furnish crushed gravel or stone consisting of hard, durable particles, not containing excessive flat, elongated, soft or disintegrated rock, dirt, or other

deleterious matter, and having a wear not exceeding 50 percent at 500 revolutions as determined by AASHTO T96.

- C. Use production methods that produce a percent of fractured rock in the finished product that is constant and uniform. Crush aggregate so that at least 25% of the material is retained on the No.4 sieve and has one or more mechanically fractured faces.

2.4 GRADATION

- A. Produce material, including any added binder or filler, meeting the following Table of Gradations as determined by AASHTO Methods T11 and T27:

TABLE OF GRADATIONS

PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVES

Passing	4" Minus	3" Minus	2" Minus	1 1/2" Minus	1" Minus
4 Inch	100				
3 Inch	---	100			
2 Inch	---	---	100		
1 1/2 Inch	---	---	---	100	
1 Inch	---	---	---	---	100
No.4	25-60	25-60	25-60	25-60	25-70
No.40	10-30	10-30	10-30	10-30	10-30
No.200	2-10	2-10	2-10	2-10	2-10

- B. Up to 5% "oversized" material is permitted provided that the "oversized" material passes the screen size immediately larger than the top size specified. The material between the maximum screen opening and the No.4 sieve shall be reasonably well graded.
- C. Suitability of the aggregate is determined by the gradation testing of material placed in the project as required in the Contract documents, within the allowable limits described by the Table of Gradations for the particular grading specified.
- D. Assure the liquid limit for the aggregate fraction passing a No.40 sieve does not exceed 25, nor the plasticity index exceed 6, as determined by AASHTO T89 and T90.

2.5 WATERING:

- A. Use uncontaminated water.

PART 3: EXECUTION

3.1 PREPARATION

- A. Immediately before placing the base course, blade smooth and shape the underlying subgrade, sub-base or base course to the plan cross section before the base course is placed on the street. Do not place sub-base course on wet or muddy subgrade or sub-base course. Maintain at least one completed area of finished and accepted subgrade or sub-base course in advance of placing base course.

3.2 PLACEMENT AND SPREADING

- A. Mix and place the material in maximum 6-inch (15 cm) horizontal layers loose thickness. Deposit and spread each load of material on the prepared subgrade, or on a completed sub-base course layer continuously without breaks. Assure hauling over the subgrade or over any completed sub base course does not damage the subgrade, sub-base or base course.
- B. Spread using dump boards, spreader boxes, or moving vehicles equipped to distribute the material in a uniform layer or a windrow. Place and spread the material in a uniform layer to the specified depth without causing segregation. Once the base course is spread, blade-mix it the full depth by alternately blading the entire layer to the centerline and back to the roadway edge.
- C. For multiple layers, mix each layer as specified above. Blade smooth and compact each layer before placing the succeeding layer.
- D. Uniformly add water, when required, on site and place in amounts required to compact the material as necessary to aid in densification and to limit segregation. Maintain an adequate water supply during the work. Assure the equipment used for watering is of the capacity and design to provide uniform water application.
- E. Apply water during the work to control dust and to maintain the base course in a damp condition.
- F. Where crushed sub-base is specified, produce a product with at least 25% of the material retained on the No.4 sieve having one or more fractured faces.
- G. Water required for compacting base gravel may be obtained from the municipal system if approved by the Owner, or from other sources.
- H. Compact the material using appropriate tamping equipment or power rollers. Correct all irregularities or depressions that develop under rolling by scarifying the material and adding or removing material, as required, until the surface meets specifications.

- I. Blade and compact alternately, as required to produce the specified surface until final inspection. Tamp the material along curbs, headers, manholes, and similar structures and all places inaccessible to rollers using approved mechanical tampers or hand tampers meet field density requirements.

3.3 FIELD DENSITY REQUIREMENTS

- A. Furnish watering and rolling to obtain a minimum field density of 95 percent of the maximum dry density determined by AASHTO T99. No separate compensation is allowed for rolling and watering the sub-base course other than the sub-base course bid item or items listed on the Contract documents.

3.4 SURFACE TOLERANCES

- A. Finish the sub-base course so that when tested using a 10-foot (3 m) straight edge placed on the surface with its center line parallel to the street center, the maximum surface deviation from the straight edge does not exceed 1/2-inch (12.7 mm). Additionally, the finished grade cannot deviate more than 0.1 foot (30 mm) at any point from the staked elevation and the sum of the deviations from two points not more than 30 feet (9.14 m) apart cannot exceed 0.1 feet (30 mm).
- B. Perform all sub base course corrections to meet the above tolerances using approved methods and materials. Payment for patching aggregate is at the unit price bid for the sub-base course material.

PART 4: MEASUREMENT AND PAYMENT

4.1 CUBIC YARD BASIS: SUB-BASE COURSE

- A. This item is measured and paid for by the cubic yards (cubic meters) of uncrushed or crushed, sub-base course of the specified gradations, complete in place, at the contract unit price bid for _____ "Minus Crushed or Uncrushed Sub base Course", which constitutes full compensation for furnishing, loading, hauling, spreading, blending, shaping, watering, and compacting the sub-base course material, and for all tools, labor and incidentals necessary to complete this item.
- B. Payment is made under:
 1. _____ "Minus Uncrushed Sub base Course - per cubic yard.(cubic meter)
 2. _____ "Minus Crushed Sub Base Course - per cubic yard. (cubic meter)

4.2 SQUARE YARD BASIS: SUB BASE COURSE

- A. This item is measured and paid for by the square yard (square meter) of sub base surface area for furnishing crushed or uncrushed, sub-base course of the thickness and gradations specified, complete in place, at the contract unit price bid for _____ " Thickness of _____ " Minus Crushed or Uncrushed Sub Base Course", which constitutes full compensation for furnishing, loading, hauling, spreading, shaping, blending, watering and compacting the sub-base course material, and for all tools, labor and incidentals necessary to complete this item.
- B. Payment is made under:
1. _____ " Thickness of _____ " Minus Un-crushed Sub-Base Course-per square yard (square meter).
 2. _____ " Thickness of _____ " Minus Crushed Sub-Base Course-per square yard (square meter).

4.3 LINEAR FOOT BASIS: SUB BASE COURSE

- A. This item is measured and paid for by the linear feet of trench restored, measured along the trench centerline, with crushed or uncrushed, sub-base course of the gradations specified, complete in place, at the contract unit price bid for _____ " Minus Crushed or Uncrushed Sub-Base Course", which constitutes full compensation for furnishing, loading, hauling, spreading, blending, shaping, watering, and compacting the sub-base course material, and for all tools, labor and incidentals necessary to complete this item.
- B. Payment is made under:
1. _____ " Minus Uncrushed Sub-Base Course - per linear foot (linear meter).
 2. _____ " Minus Crushed Sub-Base Course - per linear foot (linear meter).

END OF SECTION

SECTION 02235

CRUSHED BASE COURSE

PART 1: GENERAL

1.1 DESCRIPTION

- A. This work is the placing of one or more base courses composed of crushed gravel, stone or other similar materials meeting the gradation and other quality criteria specified herein.

1.2 REFERENCES

AASHTO T11	Amount Finer than No. 200 (0.075 mm) Sieve in Aggregate
AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T89	Determining Liquid Limit of Soils
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T176	Sand Equivalent Value of Soils and Fine Aggregate
AASHTO T96	Resistance to Degradation By Abrasion and Impact in the Los Angeles Machine
AASHTO T99 (ASTM D698)	Moisture-density Relations of Soils and Soil-Aggregate Mixtures Using 5-lb (2.5 kg) Rammer and 12-Inch (305 mm) Drop
ASTM D5821	Determining the Percentage of Fractured Particles in Coarse Aggregate
AASHTO T191 (ASTM D1556)	Density of Soil In-Place By Sand Cone Method
AASHTO T310 (ASTM D6938)	In-Place density and water content of the soil and soil aggregate by Nuclear Method (Shallow Depth)

1.3 DENSITY CONTROL TESTING

A. Field Density Testing

1. Meet the quality control and quality assurance testing requirements in section 01400, Contractor Quality Control and Owner Quality Assurance.
2. In-place field density tests for quality assurance are at Owner expense meeting AASHTO T191 (ASTM D1556) Sand Cone method or AASHTOT310 (ASTM (D6938) Nuclear Densometer method. Quality

assurance field density testing frequency is at the discretion of the Engineer.

3. Retesting of failing areas is at the expense of the Contractor.

B. Laboratory Maximum Density and Optimum Moisture

1. Moisture density curves will be provided by the Contractor for each base material provided. These will be provided at the expense of the Contractor.

1.4 MATERIALS SUBMITTALS

1. Submit to the Engineer gradations, moisture density curves and other test results for sources to be used for base materials prior to delivery to the site for approval by the Engineer. If recycled materials are proposed, CBR test data must be submitted to the Engineer to assure consistency with design requirements.

PART 2: PRODUCTS

2.1 GENERAL

A. Furnish aggregate base material meeting the applicable aggregate quality requirements.

2.2 CRUSHED BASE MATERIAL

A. Consists of both fine and coarse fragments of crushed stone or crushed gravel, and/or natural gravel, and when approved, blended with sand, finely crushed stone, crusher screenings, recycled concrete and/or asphalt or other similar materials.

B. Use crushed stone or gravel consisting of hard, durable particles of fragments of stone, free of excess of flat, elongated, soft or disintegrated pieces, dirt, or other deleterious matter, and having a percent of wear of not exceeding 50 at 500 revolutions when tested under AASHTO T96.

C. Crush material so that the percentage of fractured particles in the finished product is as constant and uniform as practical. Crush to produce material where at least 35 percent of the material retained on the No. 4 sieve has at least one fractured face.

D. Incorporate all material produced in the crushing operation and passing the No. 4 mesh sieve into the base material necessary to meet the gradation requirements.

2.3 GRADATION

- A. As determined by AASHTO Methods T11 and T27, furnish material for the grading specified in the contract documents including binder or filler, which may have been added at the plant or at the site, meeting the requirements of that grading in the Table of Gradations below:

TABLE OF GRADATIONS
PERCENTAGES BY WEIGHT PASSING SQUARE MESH SIEVE

Passing	1 1/2" Minus	1" Minus	3/4" Minus
1 1/2 Inch	100		
1 Inch	—	100	
3/4 Inch	—	—	100
1/2 Inch	—	—	—
No. 4 Sieve	25 - 60	40 - 70	40 - 70
No. 10 Sieve	—	25 - 55	25 - 55
No. 200 Sieve	0 - 8	2 - 10	2 - 10

- B. Up to 5% "oversized" material is permitted provided that the "oversized" material passes the screen size immediately larger than the top size specified. The produced material between the maximum screen opening and the No.4 sieve shall be reasonably well graded.
- C. Suitability of the aggregate is based on samples obtained during placement in the project within limits allowed in the table for the particular grading specified.
- D. That portion of the fine aggregate passing the No. 200 sieve must be less than 60 percent of that portion passing the No. 40 sieve.
- E. The liquid limit for that portion of the fine aggregate passing a No. 40 sieve cannot exceed 25, nor the plasticity index exceed 6, as determined by AASHTO T89 and T90.

2.4 WATERING:

- A. Use uncontaminated water.

PART 3: EXECUTION

3.1 GENERAL

- A. Before placing the base course, smooth and shape the surface of the underlying subgrade, sub-base or base course to the cross section shown on the plans before placing the base course.
- B. Do not place base course on a wet or muddy subgrade or sub-base course. Complete at least one area of finished and accepted subgrade, sub-base or underlying base before the placing of any base course.

3.2 PLACEMENT AND SPREADING

- A. Mix and place the material in maximum 8 inches (20 centimeters) compacted layers unless otherwise approved. Deposit and spread each load of material on the prepared subgrade, or on a completed sub-base or base course layer continuously without interruption. Discontinue operating haul units over subgrade, or over any sub-base or base course completed if the haul units damage the subgrade, sub-base or base course.
- B. Deposit and spread the material in a uniform layer, without segregation, to a loose depth so that when compacted, and making allowance for any filler to be blended on the road, the layer has the specified thickness.
- C. Spread material using dump boards, spreader boxes, or vehicles equipped to distribute the material in a uniform layer. The material may be deposited in windrows mixed and spread as described below.
- D. Construct each layer meeting these requirements. Blade smooth and thoroughly compact each layer as specified before placing the succeeding layer.
- E. If segregation or moisture problems exist, or if the material was placed on the road in windrows, thoroughly blade-mix the material of the affected layer by alternately blading to the center and back to the edges of the street.
- F. Uniformly add water, when required, on site and place in amounts required to compact the material as necessary to aid in densification and to limit segregation. Maintain an adequate water supply during the work. Assure the equipment used for watering is of the capacity and design to provide uniform water application.
- G. Apply water during the work to control dust and to maintain the base course in a damp condition in accordance with Section 01500 under Dust Control.
- H. Water required for compacting base gravel may be obtained from the municipal system if approved by the owner, or from other sources.

3.3 FIELD DENSITY REQUIREMENTS

- A. Compact placed material the full width by rolling with suitable tamping equipment or power rollers. Correct all irregularities or depressions that develop during rolling by loosening the material in these places and adding or removing material, as required.
- B. Perform blading and compacting alternately as required or directed, to maintain a smooth, even, uniformly compacted surface until the final inspection. Along curbs, headers, manholes, and similar structures, and at all places not accessible to the roller, compact the base course material with suitable mechanical tampers or hand tampers to reach the compaction requirements.
- C. Provide the watering and rolling required to obtain a minimum field density of 95 percent of maximum dry density as determined by AASHTO T99. No separate compensation is made for rolling and watering the base course other than the base course bid item or items listed on the contract documents.

3.4 SURFACE TOLERANCES

- A. The base course surface when finished and tested with a 10-foot (3.0 meter) straight edge placed on the surface with its center line parallel to the center line of the street, will not have a surface deviation from the straight edge exceeding 3/8-inch (1.0 centimeter). Additionally, the finished grade cannot deviate more than 0.05 feet (1.5 centimeters) at any point from the staked elevation, and further, the sum of the deviations from two points not more than 30 feet (9.0 meters) apart cannot exceed 0.05 feet (1.5 centimeters).
- B. For base course receiving asphalt concrete surfacing, the finished grade cannot deviate more than 0.02 feet (0.6 centimeters) at any point from the staked elevations, and the sum of the deviations from two points not more than 30 feet (9.0 meters) apart cannot exceed 0.02 feet (0.6 centimeters).
- C. If patching of the base course is necessary to meet the tolerances, perform patching using methods and aggregates approved by the Engineer. Payment for patching aggregate is at the unit price bid for the base course material.

PART 4: MEASUREMENT AND PAYMENT

4.1 CUBIC YARD BASIS: CRUSHED BASE COURSE.

- A. This item is measured and paid for by the cubic yards (cubic meters) of crushed base course of the gradations specified in the Contract documents, complete in place, at the contract unit price bid for _____ "Minus Crushed Base Course". Price and payment is full compensation for furnishing, crushing, loading, hauling, spreading, shaping, watering and compacting the base course material, and for all tools, labor and incidentals necessary to complete this item.
- B. Payment is made under:
 - 1. _____ "Minus Crushed Base Course - per cubic yard (cubic meters).

4.2 SQUARE YARD BASIS: CRUSHED BASE COURSE.

- A. This item is measured and paid for by the square yards (square meters) of crushed base course surface area for furnishing crushed base course of the thickness and gradations specified in the Contract documents, complete in place, at the contract unit price bid for _____ "Thickness of _____" Minus Crushed Base Course". Price and payment is full compensation for furnishing, crushing, loading, hauling, spreading, shaping, watering and compacting the base course material, and for all tools, labor and incidentals necessary to complete this item.
- B. Payment is made under:
 - 1. _____ "Thickness of _____" Minus Crushed Base Course - per square yard (square meter).

4.3 LINEAR FOOT BASIS: CRUSHED BASE COURSE.

- A. This item is measured and paid for by the linear feet (linear meters) of trench restored, measured along the trench centerline, with crushed base course of the gradations specified in the Contract documents, completed in place, at the contract unit price bid for _____ "Minus Crushed Base Course". Price and payment is full compensation for furnishing, crushing, loading, hauling, spreading, shaping, blending, watering and compacting the base course material, and for all tools, labor and incidentals necessary to complete this item.
- B. Payment is made under:
1. _____ "Minus Crushed Base Course - per linear foot (linear meter).

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Special Provisions apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Ditch Excavation.
 - 2. Spillway Excavation.
 - 3. Drainage Berm Construction.
 - 4. Incidental excavation and backfill for installation of new culverts under roads.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
 - 2. Division 2 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
 - 3. Division 2 Section 02221 "Trench Excavation and Backfill for Pipelines & Appurtenant Structures."
 - 4. Division 2 Section 02230 "Street Excavation, Backfill and Compaction"

1.3 DEFINITIONS

- A. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- B. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Section 01275 "Measurement and Payment or Contract provisions for changes in the Work."
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- C. Fill: Soil materials used to raise existing grades.
- D. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 1 cubic yard or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.

- E. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- F. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- G. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 for each on-site and borrow soil material proposed for fill and backfill.
- B. When, in the opinion of the Engineer, the field soil conditions differ from those represented by the material test reports, new samples shall be taken by the Contractor and delivered to the testing agency for classification and laboratory compaction curve testing. All testing shall be based on the appropriate soil test results.

1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Engineer not less than two weeks in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm)] in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
- D. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- F. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 3/4-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
- G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- H. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrade soils against freezing temperatures or frost.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. If required, install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized regardless of the character of surface and subsurface conditions encountered.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 2. If rock is encountered within excavations, cease work in the area where rock is discovered until a time and materials change order for the extra work can be agreed upon by the Contractor, Owner and Engineer. The work in the affected area will again proceed after a change order is processed, and no shutdown time or associated additional costs will be awarded other than those agreed upon in the change order.

3.5 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus [1 inch (25 mm)]

3.13 FIELD QUALITY CONTROL

- A. Testing agency will test compaction of soils in place according to the Special Provisions.
- B. When testing reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate; or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION

SECTION 02345

GEOTEXTILE FABRICS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section covers the materials, methods of installation, and methods of construction to be used for geotextile fabrics.
- B. The work shall include the following:
 - 1. Furnishing and installing fabric as material under rip-rap and for road stabilization as shown on plans.

PART 2 - MATERIALS

2.1 FILTER FABRIC

- A. The fabrics shall be non-woven polypropylene filter fabric. The fabric shall be inert to commonly encountered chemicals and soils and shall remain stable over a temperature range of -50°F to 150°F and at a pH range of 2 to 13.

Required Properties for Fabric

<u>Fabric Property</u>	<u>Test Method</u>	<u>Value</u>
A. Mass/Unit Area	ASTM D-5261	8.0oz/yd ²
B. Minimum Grab Tensile Strength (lbs)	ASTM D-4632	205-220
C. Grab Tensile Elongation (%)	ASTM D-4632	50
D. Puncture (lb)	ASTM D-6241	120
E. Maximum Apparent Opening Size (U.S. sieve number)	ASTM D-4751	80

2.2 ACCEPTANCE REQUIREMENTS

- A. Thirty days prior to installation of the proposed fabric, the Contractor shall submit to the Engineer two copies of a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the fabric. The mill certificate or affidavit shall attest that the fabric meets the chemical, physical, and manufacturing requirements stated in this Specification. Also, at least 30 days prior to the use of any fabric, a sample of two square yards of the fabric shall be submitted to the Engineer for approval. The sample shall be labeled with the lot and batch number, date of sampling, project number, specifications, manufacturer, and product name.

2.3 SHIPMENT AND STORAGE

- A. During all periods of shipment and storage, the fabric shall be protected from direct sunlight, ultraviolet rays, temperature greater than 140° F, mud, dirt, dust, and debris. To the extent possible, the fabric shall be maintained wrapped in a heavy-duty protective covering.

PART 3 - CONSTRUCTION METHODS

3.1 INSTALLATION OF FABRIC

- A. The fabric shall be placed in the manner shown on the Plans or indicated in the General Requirements.
- B. The fabric shall be installed by hand or machine methods as recommended by the manufacturer and as subgrade conditions permit. Laps shall be made by overlapping the fabric a minimum of twenty-four inches or by sewing the fabric together in a manner recommended by the manufacturer.
- C. Any rocks, debris or other matter that causes localized stresses in the fabric shall be removed and any holes, tears, or cuts in the fabric shall be repaired by placing a fabric patch over the ruptured area which extends a minimum of three feet in any direction from any part of the rupture, prior to placing backfill.
- D. At the time of installation, the fabric will be rejected if it has defects, seams or weakness, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation or storage.
- E. Once the fabric has been installed, no vehicles or equipment shall be permitted on the fabric.

END OF SECTION

SECTION 02378

RIPRAP

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This work consists of furnishing and placing riprap rock for drainage structures and erosion control.

PART 2 - PRODUCTS

2.1 RIPRAP

- A. Furnish riprap as indicated on the Drawings and according to the following table.

Class	Percent of Rock by Mass	Mass (pounds)	Approximate Cubic Dimension (inches)
6" Nominal	20	22 to 33	6 to 8
	30	11 to 22	5 to 6
	40	1 to 11	2 to 5
	10 ⁽¹⁾	0 to 1	0 to 2

- B. Furnish hard, durable, rounded rock for the valley gutters in roadways, which is resistant to weathering and water action and free of organic or other unsuitable material. For all other areas to utilize riprap, fractured stone is acceptable. Do not use shale, rock with shale seams, or porous rock that may break into smaller pieces in the process of handling and placing. In no instance will concrete or other debris rock be allowed.
- C. Furnish riprap free of overburden, spoil, sand, dust, organic materials, excessive cracks, mineral lenses and intrusions, or other impurities.
- D. Riprap material must have a minimum specific gravity of 2.5. Assure the greatest dimension of each stone is no larger than 3 times the smallest dimension.
- E. The stone will be accepted on a visual basis by the Engineer. Submit a sample for approval before placing riprap. If the stone is of questionable origin, the Engineer may require a sodium sulfate soundness test to determine its durability.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

- A. Cut, fill, compact, and grade the subgrade surfaces to the lines and grades as shown on the Drawings prior to placing riprap, filter aggregate, bedding, or geotextiles.
- B. Prepare subgrade surfaces to be reasonably smooth and free of mounds, dips, or windrows.

- C. Install geotextile, conforming to MPWSS Section 02110, to maintain separation of rock material from underlying soil. Place geotextile so that it conforms closely to the subgrade but is not stretched tight. Secure filter fabric by using anchor trenches, stakes, staples, sewing, or any other means necessary according to manufacturer's recommendations.

3.2 PLACING RIPRAP

- A. Place riprap to its full thickness in one operation to avoid displacing the underlying material. Do not place riprap material by methods that cause segregation or damage to the prepared surface. Place or rearrange individual rocks by mechanical or hand methods to obtain a dense uniform blanket with a reasonably smooth surface.

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. See Section 01275: Measurement and Payment.

END OF SECTION

SECTION 02725

DRAINAGE CULVERTS

PART 1: GENERAL

1.1 DESCRIPTION

- A. Furnish and install all drainage culverts and other appurtenant structures as specified in the Contract and this section. Pipe strength classifications are specified on the plans, listed in the Contract Documents or herein.

1.2 CERTIFICATION BY MANUFACTURER

- A. Furnish a manufacturer's certification on all pipe, certifying that the pipe and fittings meet the contract requirements.

1.3 REFERENCES

AASHTO M 36	Corrugated Galvanized Steel Pipe and Pipe Arches
AASHTO M218	Galvanized Steel Coil
AASHTO M245	Pre-Coated Galvanized, Corrugated Steel Pipe and Pipe Arches
AASHTO M274	Type II Aluminized Corrugated Steel Pipe and Pipe Arches
AASHTO M294	Corrugated Polyethylene Pipe (HDPE)
ASTM D361	Low Head Pressure RCP
ASTM C76	Reinforced Concrete Pipe
ASTM C443	O-ring Rubber Gaskets
ASTM C506	RCP - Arch Pipe
ASTM C507	RCP - Elliptical Pipe
ASTM C655	RCP - Tongue & Groove Pipe
ASTM C665	RCP - D-Load Pipe
ASTM A761	Corrugated Steel Structural Plate
ASTM C789	Precast Reinforced Concrete Box Sections
ASTM C850	Precast Reinforced Concrete Box Sections

PART 2: PRODUCTS

2.1 GENERAL

- A. Furnish all culvert piping as specified in the Contract Documents and meeting the materials and testing requirements of this Section. Furnish the pipe sizes and strength classifications shown in the Contract documents.

- B. References to ASTM, ANSI or AASHTO designation, means the latest revision at the time of call for bids.
- C. Assure all pipe is clearly marked with type, class and/or thickness as applicable. Assure lettering is legible and permanent under normal handling and storage conditions.
- D. Furnish the joint type, class, thickness designation, casting, lining, marking, testing, etc. as specified.
- E. Culverts: Culverts shall be defined as open ended pipes in inlet or outlet control. If plastic pipe is used in Culvert applications, concrete headwalls or prefabricated metal end sections shall be used to protect the pipe ends from Ultraviolet Radiation. All culverts larger than 15-inch diameter shall have end treatments conforming to the embankment side slopes such as flared end terminal sections (FETS) or road approach culvert end treatment (RACET). The engineer shall determine if cut-off walls and edge protection are necessary to protect the installation from erosion.

2.2 PIPE MATERIALS

A. Concrete Pipe

- 1. Furnish reinforced concrete culvert pipe meeting ASTM C76, C506, C507 or C655. Use round reinforced pipe having O-ring rubber gasket joints meeting ASTM C443 with the O-ring gasket confined in the pipe tongue groove.

B. Corrugated Metal Pipe

- 1. Furnish corrugated metal pipe meeting ASTM A 760(AASHTO M36). Connections must be made with minimum coupling band width of 10-1/2". When specified by the Engineer, materials shall meet the following standards:

ASTM A760 (AASHTO M36)	Specifications for Corrugated Steel Pipe, Metallic-coated for Sewers and Drains
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ASTM A762 (AASHTO M245)	Specifications for Corrugated steel Pipe, Polymer Pre-coated for Sewers and Drains
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ASTM A742 (AASHTO M246) Specifications for Steel Sheet,
Metallic Coated and Polymer Pre-
coated for Corrugated Steel Pipe

ASTM A929 (AASHTO M274) Specifications for Steel Sheet
Metallic Coated by the Hot Dip
Process for Corrugated Steel Pipe.
(Aluminized Type II)

C. An Owner may select other materials as appropriate for applications where an Engineer has reviewed the circumstances and provided specifications for installation. When specified by an Engineer, materials shall meet the following standards. Refer to

1. ASTM A761 Corrugated Steel Structural Plate
 ASTM C 789 Precast Reinforced Concrete Box Sections
 ASTM C 850 Precast Reinforced Concrete Box Sections
2. Furnish HDPE Pipe with a corrugated exterior and a smooth interior waterway. Pipe must be made from virgin polyethylene (PE) compounds with dimensions and markings to conform to AASHTO M252, M294 and MP7. Pipe joints must meet ASTM E-1417 and ASTM D3212 standards for watertight joints.

AASHTO M252 Corrugated Polyethylene Drainage Pipe

AASHTO M294 Standard Specification for Polyethylene Pipe

ASTM D3350 Standard Specification for Polyethylene Pipe and Fittings

ASTM E1417 Liquid Penetration Examination

ASTM D3212 Joints for Sewer Plastic Pipes Using Flexible Elastomeric Seals

PART 3: EXECUTION

3.1 PIPE INSTALLATION

A. Excavation and Backfill

1. Excavate and backfill culverts in accordance with manufacturers specifications and Standard Drawings No. 02725-1 and 02725-2 (MDT).

2. Bedding material and backfill around and over culverts shall be compacted to 95% of maximum laboratory dry density, ASTM D690 for all culverts installed in roadway embankments, unless specified otherwise by Engineer

B. Responsibility for Materials

1. Be responsible for all material furnished. Replace all material found defective in manufacture or damaged in handling after delivery by the manufacturer. This includes furnishing all material and labor required for the replacement of installed material discovered defective before final acceptance of the work or during the guarantee period.
2. Be responsible for the safe storage of material for the work until it has been incorporated in the completed project.

C. Handling of Pipe

1. Deliver and distribute all Contractor furnished pipe. Load and unload pipe, fittings and accessories by lifting with hoists or skidding so as to avoid shock or damage. Do not drop the materials. Do not skid or roll pipe handled on skidways against pipe already on the ground.
2. In distributing the material at the work site, unload each piece opposite or near the place where it is to be laid in the trench. Keep the pipe interior and other accessories free from dirt and foreign matter at all times.
3. Handle pipe to prevent coating or lining damage. Repair or replace all coating or lining damage in a manner satisfactory to the Engineer.

D. Laying Pipe.

1. Lay and maintain all pipe to the specified lines and grades with fittings, at the specified locations.
2. Use tools and equipment meeting Engineer approval for the safe and convenient prosecution of the work. Carefully lower all pipe and fittings into the trench preventing damage to pipe materials and protective coatings and linings. Do not dump or drop materials into the trench.
3. Exercise care to prevent foreign material from entering the pipe as it is installed. When pipe laying is not in progress, close the open ends of pipe using a plug or other means approved by the Engineer. Remove and clean

all sand, gravel, concrete and cement grout that has entered the lines during construction.

E. Tolerances

1. Install pipe within 1/2-inch (13 mm) of the specified alignment and within 1/4-inch (6 mm) of the specified grade for pipe 15-inch (38 cm) in diameter and smaller and 1/2-inch (13 mm) of specified grade for pipe larger than 15-inch (38 cm) diameter. These tolerances apply to any point along the entire pipe length.

3.2 TESTS

A. Visual Inspection

1. Inspect culverts for line, grade and roundness. Repair or replace culverts that are out of round, excessively deflected, or not installed to line and grade requirements.

B. Joints

1. All joints shall be silt tight joints to prevent infiltration and exfiltration of soil and water.

PART 4: MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. The following are pay items for the work covered under this section. Payment for these items is full compensation for providing all materials, tools, labor and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

4.2 CULVERTS

- A. Measurement of culvert piping is by lineal feet (meters) of the various sizes and classes along the centerline of pipe for the length of pipe installed, including flared ends. Payment for culvert piping is made at the contract unit price bid per lineal foot (meters), which includes furnishing and installing pipe, including any specials or flared end sections, trench excavation and backfill, and all other work necessary or incidental for completion of the item.

4.3 GENERAL

- A. The contract bid prices are full payment for all labor, materials, tools and other incidentals as maybe required to complete the items of work in the Contract.

END OF SECTION

SECTION 02910

SEEDING

PART 1: GENERAL

1.1 DESCRIPTION

- A. This section includes ground surface preparation; furnishing and applying fertilizer; and furnishing and planting seed in areas described in the contract documents or directed by the Engineer.
- B. Hydraulic seeding is not included in this section. Hydraulic seeding is covered in Section 02920, Hydraulic Seeding.

1.2 SUBMITTALS

- A. Submit to the Engineer applicable seed mixture certifications, fertilizer descriptions and mulch certifications. Furnish duplicate signed copies of the vendors statement certifying that each seed lot has been tested by a recognized seed testing laboratory within 6 months of date of delivery. Assure the statement includes: Name and address of laboratory, date of test, lot number for each seed species and the test results including name, percentages of purity and of germination, percentage of weed content for each kind of seed furnished and, for seed mixes, the proportions of each kind of seed.

PART 2: PRODUCTS

2.1 SEED

- A. Furnish seed and seed mixture, free of all prohibited noxious weed seed or any other weed seed prohibited by state or local ordinance.
- B. Seal and label all seed containers to comply with Montana Seed Law and Regulations or meeting U.S. Department of Agriculture and Regulations under the Federal Seed Act, if shipped in interstate commerce.
- C. Do not use wet, moldy, or otherwise damaged seed in the work.
- D. Furnish seed mixture of the species described in the contract documents. Furnish seed in standard containers labeled with the seed name, lot number, net weight,

percentages of purity, germination, hard seed, and percentage of maximum weed seed content for each seed species.

2.2 TOPSOIL

- A. Use topsoil that is loose, friable, loamy soil, free of excess acid and alkali. Assure topsoil does not contain objectionable amounts of sod, hard lumps, gravel, sub-soil or other undesirable material that would form a poor seedbed. Before striping topsoil, assure it has supported the growth of healthy crops, grass or other vegetable growth.

2.3 LIME

- A. Furnish ground limestone or other material deemed suitable by the Engineer containing a minimum 85 percent of total carbonate equivalent ground so that 90 percent will pass through a No. 100 mesh sieve. Coarser material may be acceptable, if the application rates are increased to provide at least the minimum quantities and depth specified using an approved Dolomitic lime or a high magnesium lime containing at least 10 percent magnesium oxide.

2.4 FERTILIZER

- A. Furnish standard commercial fertilizers supplied separately or in mixtures containing the specified percentages of total nitrogen, available phosphoric acid, and water soluble potash. Apply fertilizer at the specified rate and depth meeting the applicable State and Federal laws. Furnish fertilizer in standard containers clearly labeled with name, weight, and guaranteed analysis of contents. No cyanamide compounds of hydrated lime are permitted in mixed fertilizers.
- B. Fertilizers may be supplied in one of the following forms:
 - 1. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
 - 2. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
 - 3. A granular or pellet form suitable for application by blower equipment.

2.5 SOILS FOR REPAIRS

- A. Use soil for filling and topsoiling repair areas of equal quality to the existing topsoil being repaired. Assure the soil is free of large stones, roots, stumps, or other

materials that interfere with sowing, compacting, and establishing turf. Obtain approval from the Engineer before placing topsoil.

PART 3: EXECUTION

3.1 TOPSOIL

- A. Place at least 6 inches (15 cm) of topsoil in all areas to be seeded. Import topsoil if sufficient topsoil is not available from excavated areas of the project.

3.2 ALLOWABLE SEEDING MONTHS

- A. Perform seeding when the temperature and moisture are favorable to germination and plant growth. Seed preferably before June 1st and after October 1st of each year. Seeding dates must be approved by the Engineer.

3.3 SEEDBED PREPARATION AND SOWING

- A. Clear the areas to be seeded of all debris, vegetation, and other material determined by the Engineer to be detrimental to the preparation of a seedbed. Once the area is cleared, disc, harrow, rake, or work the area by other suitable methods, into a smooth, even seedbed. Assure the prepared seedbed surface is firm enough to prevent seed loss from high winds or normal rainfall. If rolling is required, perform rolling before seeding using a suitable roller, of a weight appropriate to the soil conditions.
- B. Sow seed in the areas described in the contract documents at the specified application rates.
- C. Sow seed using a force feed drill having a grass seed attachment, except of slopes steeper than three to one or on areas too small to be seeded with a force feed drill. In these areas, seed may be sown by power sprayers, blowers or other effective methods. Use equipment in good working order.
- D. Seed Kentucky Bluegrass at a depth of one-quarter inch or less and cultipack the seed.
- E. Do not sow seed in winds that prevent proper imbedment into the surface.

3.4 FERTILIZER

- A. Spread and work fertilizer into the soil during the final seedbed preparation. Apply fertilizer at the rate described in the contract documents.

3.5 CARE OF SEEDED AREAS

- A. Keep the seeded area moist until it has germinated and it's continued growth is assured. Prevent erosion during watering. Water is incidental to the item "Seeding".
- B. Protect all seeded areas from traffic or pedestrian use with warning barricades or other Engineer approved methods.
- C. Maintain the seeded area, performing any required watering and mowing until the seed is firmly established. Prevent weeds and other undesirable vegetation from establishing in the seeded area. Mow weeds and rake and remove the clippings from the areas.
- D. Replace any seeded areas failing to germinate which have died or been damaged by construction activities. Replace such areas to meet the contract requirements. The contract warranty period applies to this item.

PART 4: MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. Seeding is measured by the square yard (square meter) and paid for at the unit price bid including topsoil salvage and/or importing, topsoil placement, seedbed preparation, and seeding, complete in place and accepted by the Engineer.
- B. Payment indicated to include complete compensation for all labor, equipment, materials and incidentals required for the completion of the work.

END OF SECTION

Appendix A

Construction Plans (5 sheets)

Provided under separate cover
(pdf file)

M LANDFILL IMPROVEMENTS

CTION PLANS

SHIP 15 N., AND RANGE 19 E.



T TO SCALE

SHEET INDEX

PROJECT: 1-10204

DATE: MAY 23, 2011

SHEET 1
SHEET 2
SHEET 3
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SHEET 5

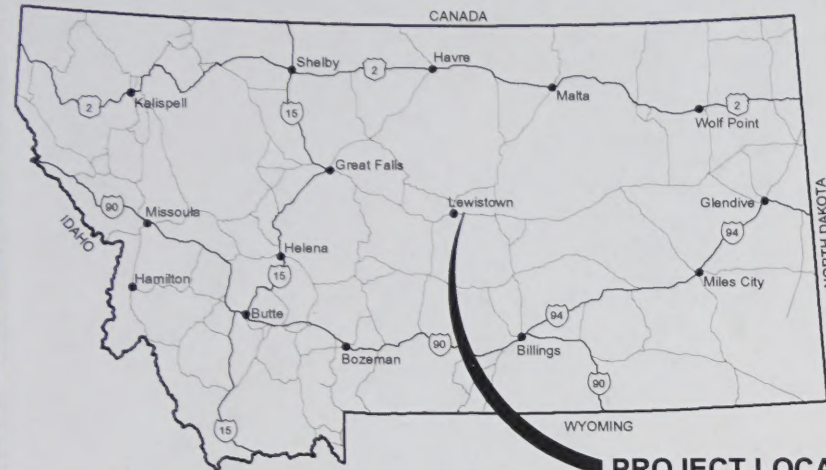
COVER
LEGEND - ABBREVIATIONS AND GENERAL NOTES
SITE PLAN
POND 2 DITCH PLAN AND PROFILE
DETAILS

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Appendix A

Construction Plans (5 sheets)

Provided under separate cover
(pdf file)



PROJECT LOCATION

MISTER M LANDFILL DRAINAGE IMPROVEMENTS

CONSTRUCTION PLANS

SECTION 8, TOWNSHIP 15 N., AND RANGE 19 E.



NOT TO SCALE

SHEET INDEX

PROJECT: 1-10204

DATE: MAY 23, 2011

SHEET 1
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COVER
LEGEND - ABBREVIATIONS AND GENERAL NOTES
SITE PLAN
POND 2 DITCH PLAN AND PROFILE
DETAILS

PLANS PREPARED FOR:

MR. RICK THOMPSON
DEQ SOLID WASTE PROGRAM

RECEIVED

MAY 24 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

APPROVED BY:

STEPHANIE M. REINIG, P.E.
GREAT WEST ENGINEERING



QA/QC BY:

ROBERT E. CHURCH, P.E.
GREAT WEST ENGINEERING



PLANS PREPARED BY:

BRET ANDERSON



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GENERAL NOTES:

1. THIS IS A STANDARD LEGEND AND ABBREVIATION LIST. THEREFORE, NOT ALL SYMBOLS AND ABBREVIATIONS MAY BE USED ON THIS PROJECT.
2. UNLESS MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK WILL CONFORM TO THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, FIFTH EDITION, MARCH 2003 & 2006 ADDENDUM (REFERRED TO COLLECTIVELY AS MPWSS).
3. EXISTING UNDERGROUND UTILITIES SHOWN ARE FROM THE BEST INFORMATION AVAILABLE. THIS INFORMATION IS APPROXIMATE AND MAY BE INCOMPLETE. FOR ACCURATE LOCATION, THE CONTRACTOR SHALL CONTACT, PRIOR TO EXCAVATION, THE UTILITIES UNDERGROUND LOCATION CENTER AT: 1-800-424-5555.

DETAIL NUMBER

SECTION LETTER

DETAIL NUMBER OR SECTION LETTER

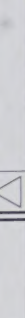
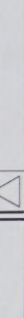
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DETAIL OR SECTION TITLE

NOT TO SCALE

SHEET NUMBER WHERE DETAIL OR SECTION IS SHOWN

EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
		MAJOR CONTOUR			STUMP
		MINOR CONTOUR			SHRUB/BUSH
OHT	OHT	OVERHEAD TELEPHONE			TREE-CONIFER
UGT	UGT	UNDERGROUND TELEPHONE			TREE-DECIDUOUS
CTV	CTV	CABLE TELEVISION			TREE LINE
FO	FO	FIBER OPTIC			COMMUNICATION MANHOLE
G	G	NATURAL GAS			COMMUNICATION VAULT
OHP	OHP	OVERHEAD POWER			TELEPHONE RISER
UGP	UGP	UNDERGROUND POWER			CABLE TV RISER
S	S	SANITARY SEWER			NATURAL GAS METER
SS	SS	SANITARY SEWER SERVICE			NATURAL GAS RISER
FM	FM	SANITARY SEWER FORCEMAIN			NATURAL GAS VALVE
SD	SD	STORM DRAIN			LIGHT POLE
		STORM CULVERT			STREET LIGHT POLE
W	W	WATER			POWER RISER
WS	WS	WATER SERVICE			PAD MOUNTED TRANSFORMER
		CHAINLINK FENCE			POWER VAULT
		BARBED WIRE FENCE			UTILITY POLE
		WOOD FENCE			GUY WIRE
		PAVED ROAD			SANITARY MANHOLE
		GRAVEL ROAD			SANITARY CLEANOUT
		PROPERTY/LOT LINE			SANITARY LAMPPOLE
		PROPERTY EASEMENT			STORM MANHOLE
		PROPERTY SETBACK			STORM ROUND INLET
		RIGHT-OF-WAY			STORM SQUARE INLET
		CITY LIMIT/DISTRICT BOUNDARY			STORM CATCH BASIN
		RAILROAD			11.25' ELBOW
		DITCH			22.50' ELBOW
		WATER EDGE			45' ELBOW
WL	WL	WETLAND			90' ELBOW
		BUILDING			TEE
		BENCHMARK			CROSS
		CONTROL POINT			CAP
		PROPERTY PIN			FIRE HYDRANT
		BORING			GATE VALVE
		MONITORING WELL			REDUCER
		TEST PIT			WATER METER
		BOLLARD			WELL
		MAIL BOX			CURB STOP
		SIGN			FROST FREE HYDRANT

SHEET NO.		2		OF 5	
MISTER M LANDFILL DRAINAGE IMPROVEMENTS LEGEND - ABBREVIATIONS AND GENERAL NOTES  2501 BELT VIEW DRIVE HELENA, MT 59601 (406)448-8627					
		PROJECT: 1-10204 DESIGNED: SMR / BAA DRAWN: BAA CHECKED: REC APPROVED: SMR DATE: MAY 23, 2011		NO REVISION DESCRIPTION BY DATE	

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NO.	REVISION DESCRIPTION	BY	DATE
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3			
4			
5			

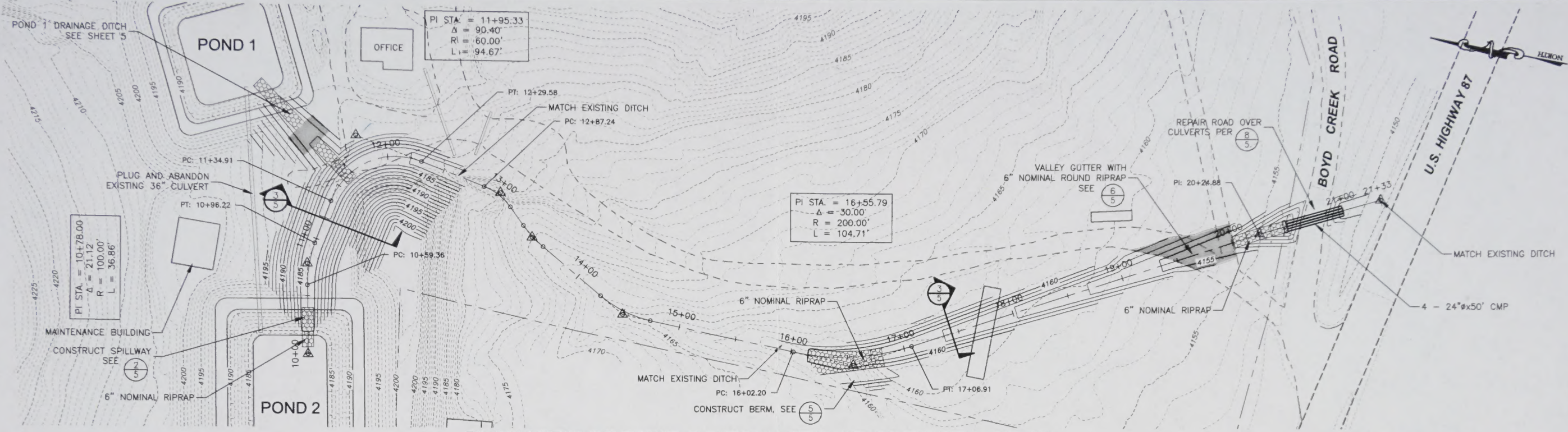
PROJECT: 1-10204
DESIGNED: SMR / BAA
DRAWN: BAA
CHECKED: REC
APPROVED: SMR
DATE: MAY 23, 2011



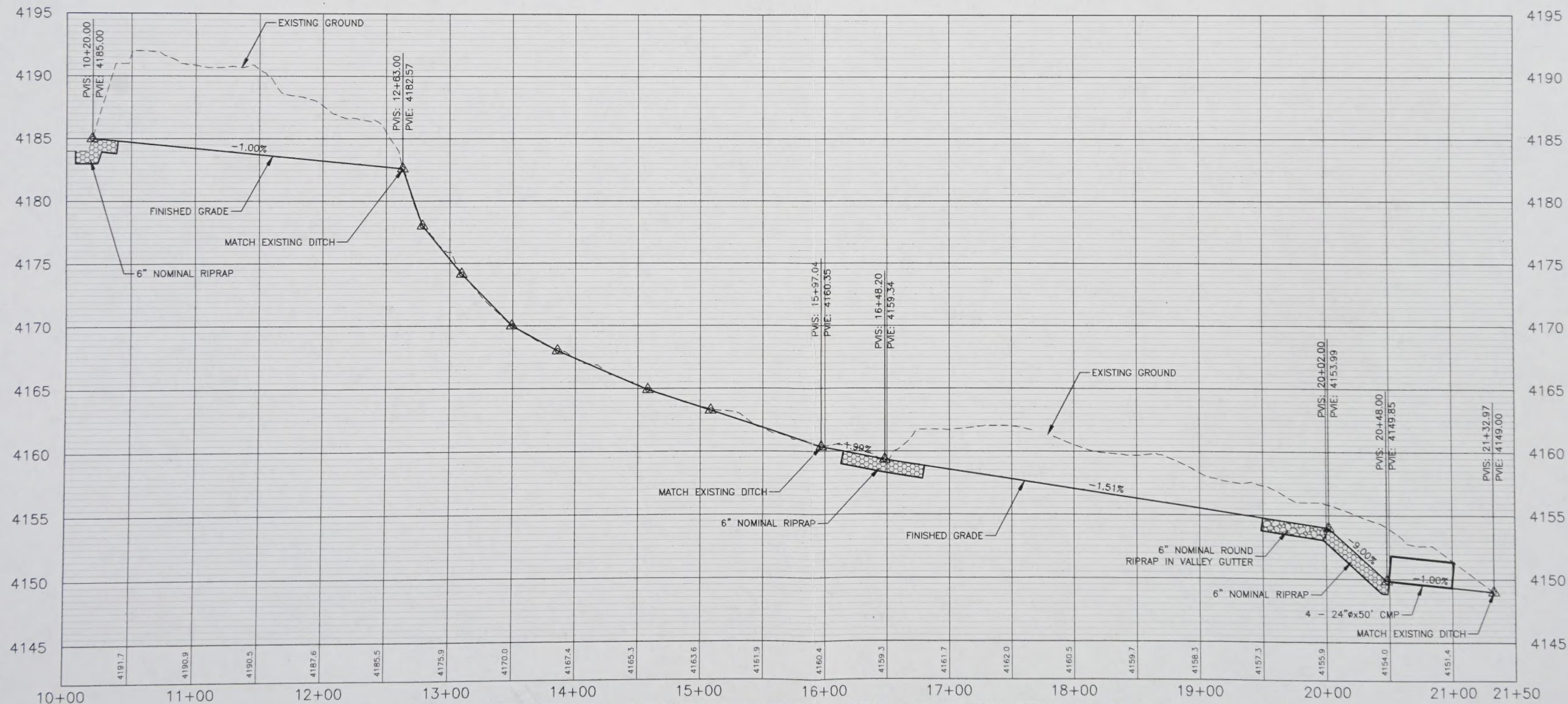
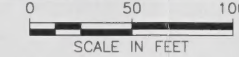
MISTER M LANDFILL

DRAINAGE IMPROVEMENTS

SITE PLAN



PLAN VIEW OF POND 2 DITCH - STA. 10+00 TO STA. 21+50



PROFILE VIEW OF POND 2 DITCH - STA. 10+00 TO STA. 21+50

HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: 1" = 10'

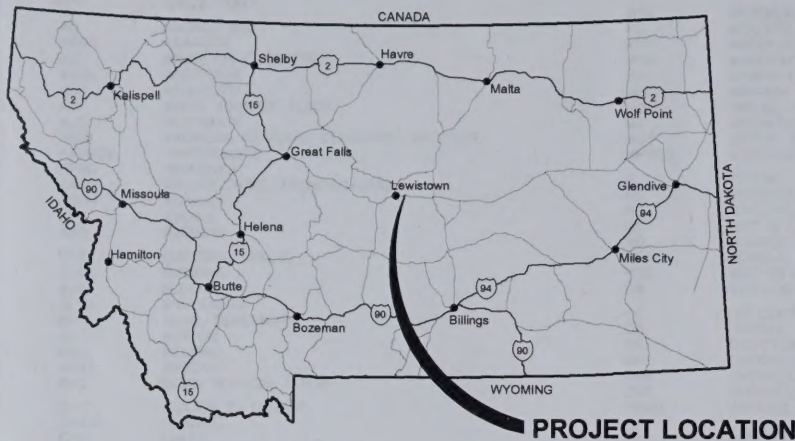
NO.	REVISION DESCRIPTION	BY	DATE

PROJECT: 1-10204	DESIGNED: SMR / BAA
DRAWN: BAA	CHECKED: REC
APPROVED: SMR	DATE: MAY 23, 2011



MISTER M LANDFILL
DRAINAGE IMPROVEMENTS
POND 2 DITCH PLAN AND PROFILE

F:\1-10204-Mr. M Landfill\CADD 1-10204\Sheets\1-10204-04-PP.dwg



MISTER DRAINAGE

CONSTR

SECTION 8, T

PLANS PREPARED FOR:

MR. RICK THOMPSON
DEQ SOLID WASTE PROGRAM

RECEIVED

MAY 24 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

APPROVED BY:

STEPHANIE M. REINIG, P.E.
GREAT WEST ENGINEERING



QA/QC BY:

ROBERT E. CHURCH, P.E.
GREAT WEST ENGINEERING

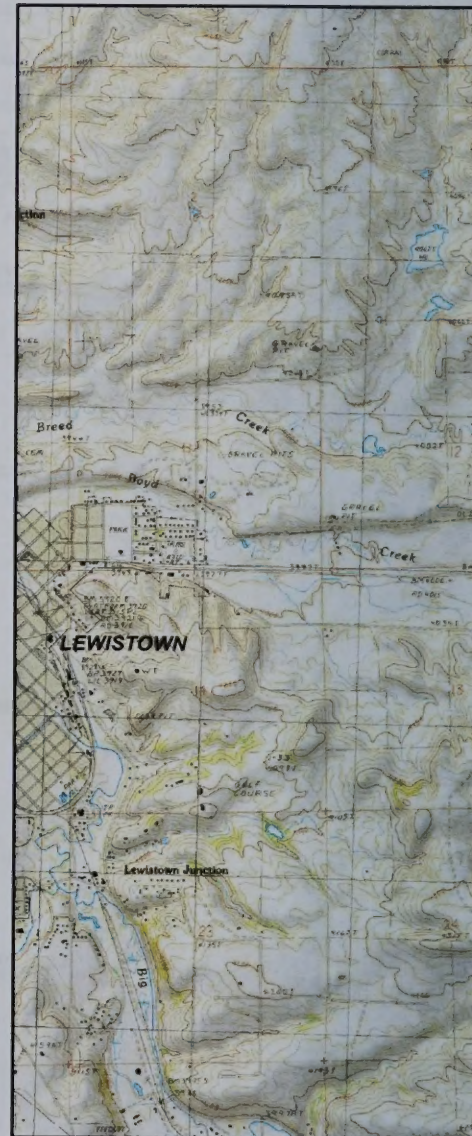


PLANS PREPARED BY:

BRET ANDERSON



2501 BELT VIEW DRIVE
HELENA, MT 59601
(406)449-8627



HELENA

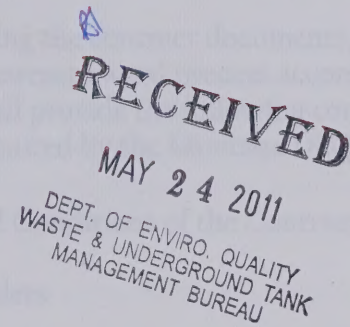
PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631



May 23, 2011

Mr. Rick Thompson
Solid Waste Program
Montana DEQ
PO Box 200901
Helena, MT 59620-0901

**RE: Mr. M Landfill, Lewistown, Montana
Engineering Design Documents**



Dear Rick:

Per your request, we have prepared the Engineering Design Plans, Technical Specifications, Bid Documents, and a Cost Estimate for Alternative #1 of the engineering evaluation of the storm drainage system dated October 4, 2010. This alternative includes Breaching Ponds #1 and 2, Constructing Spillway for Ponds #1 and 2, and Rerouting Drainage Eastward to Boyd Creek.

Great West Engineering has prepared the following documents for DEQ approval and for incorporation into the overall contract documents bid package:

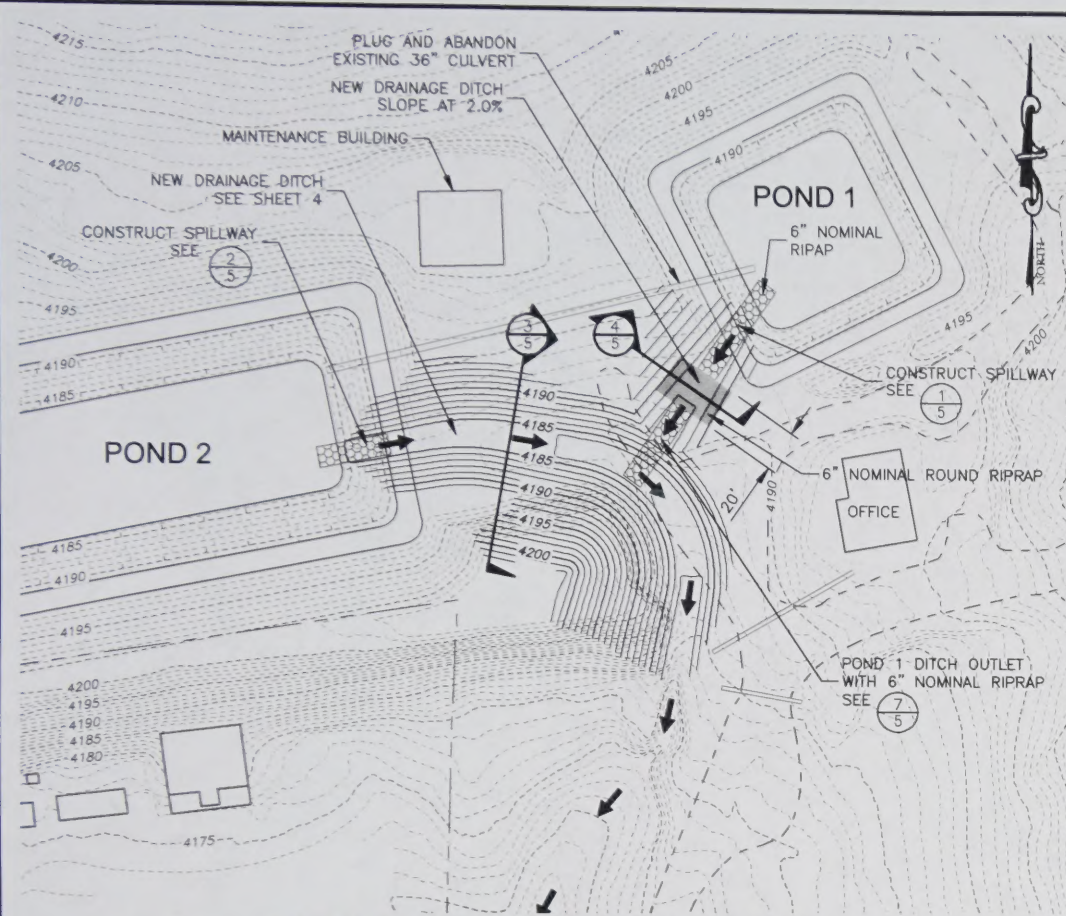
- Design Plans for improvements;
- Contract Documents
 - Section 00300 – Bid Form (pages 1 to 7, inclusive).
 - Section 00910 – Special Provisions (pages 1 to 10, inclusive).
 - Section 00950 – Great West Engineering's Standard Modifications to MPWSS (pages 1 to 24, inclusive).
 - Section 01275 – Measurement and Payment (pages 1 to 4, inclusive).
- Technical Specifications
 - Section 02232 – Site Clearing (pages 1 to 4, inclusive).
 - Section 02234 – Sub Base Course (pages 1 to 6, inclusive).
 - Section 02235 – Crushed Base Course (pages 1 to 6, inclusive).
 - Section 02300 – Earthwork (pages 1 to 6, inclusive).
 - Section 02345 – Geotextile Fabrics (pages 1 to 2, inclusive).
 - Section 02378 – Riprap (pages 1 to 2, inclusive).
 - Section 02725 – Drainage Culverts (pages 1 to 6, inclusive).
 - Section 02910 – Seeding (pages 1 to 4, inclusive).

BILLINGS

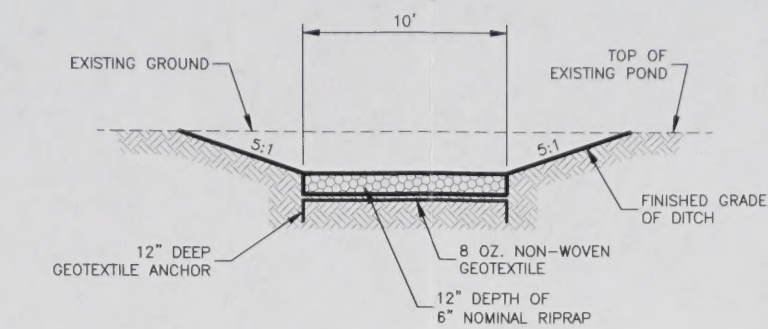
115 N Broadway
Suite 500
Billings, MT 59101
406.652.5000
Fax 406.248.1363

BOZEMAN

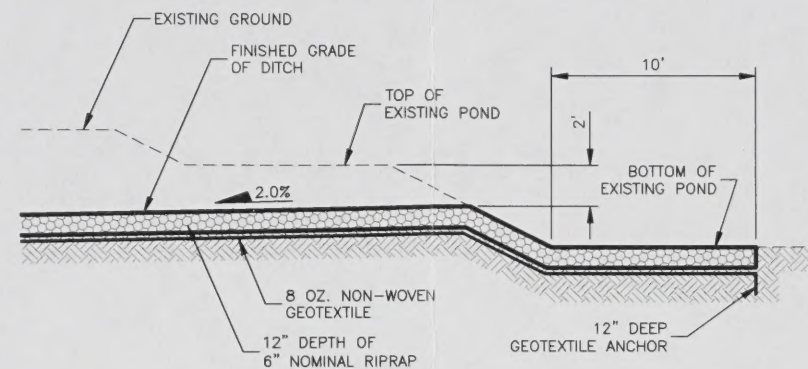
602 Ferguson
Suite 1
Bozeman, MT 59718
406.587.0504
Fax 406.587.0541



PLAN VIEW OF POND 1 DITCH



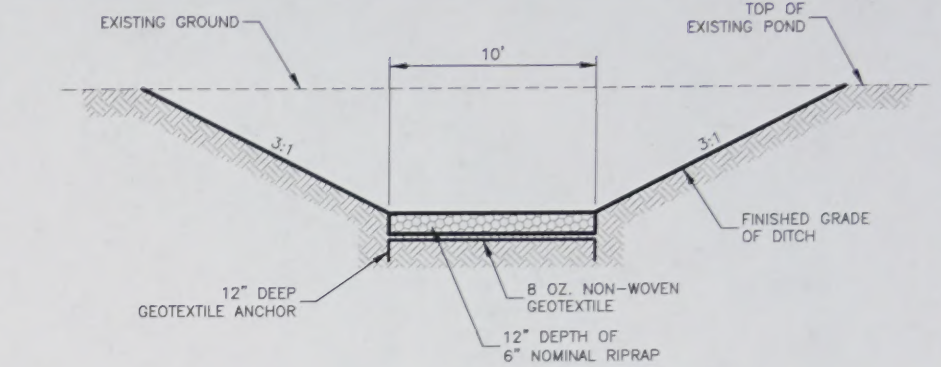
SECTION



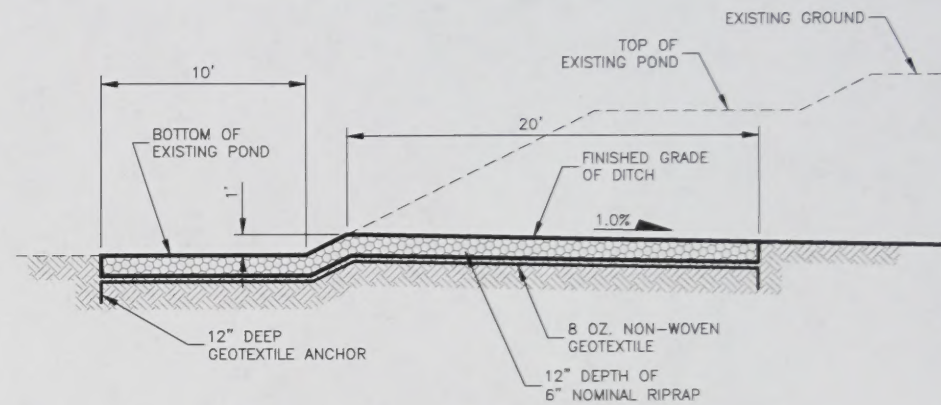
PROFILE

1 POND 1 SPILLWAY DETAIL

5 NOT TO SCALE



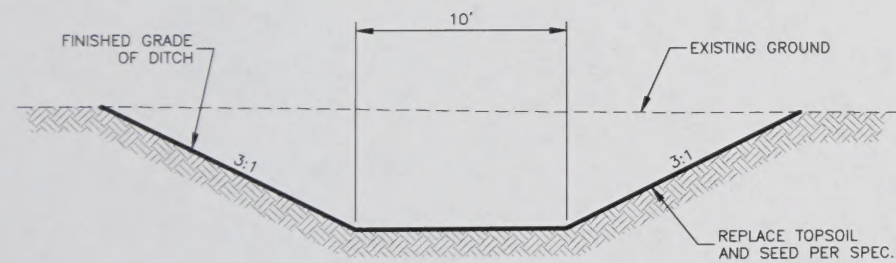
SECTION



PROFILE

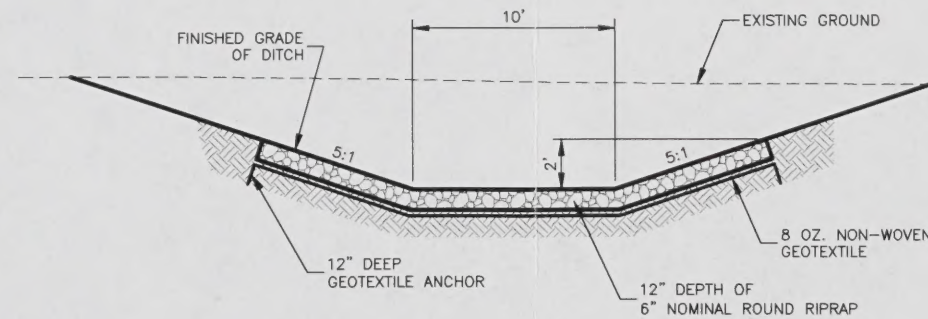
2 POND 2 SPILLWAY DETAIL

5 NOT TO SCALE



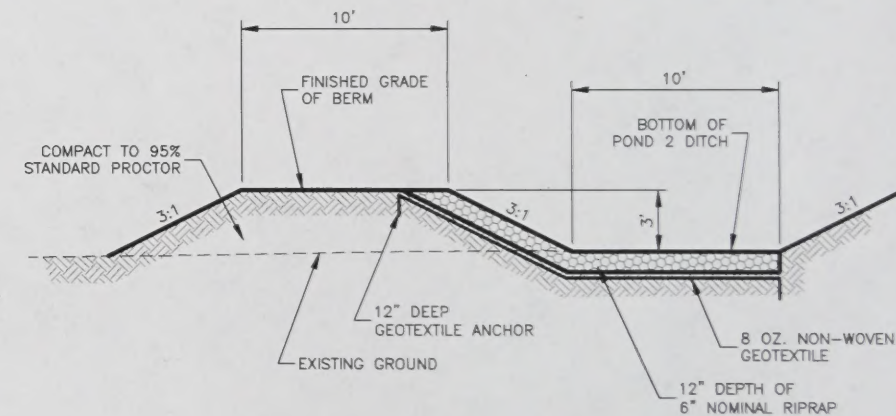
3 TYPICAL POND 2 DITCH SECTION

5 NOT TO SCALE



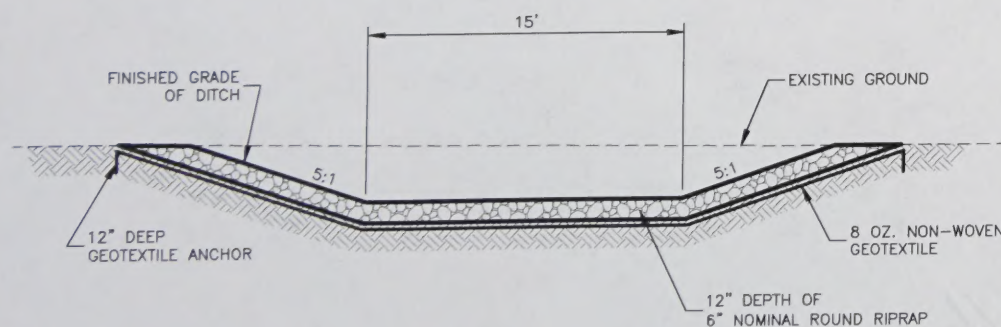
4 TYPICAL POND 1 DITCH SECTION

5 NOT TO SCALE



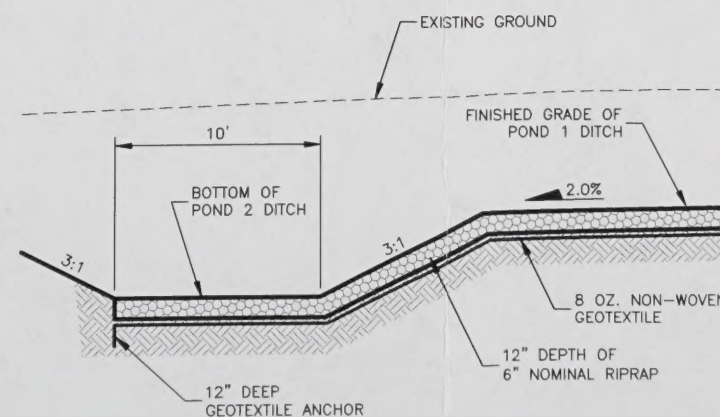
5 TYPICAL BERM SECTION

5 NOT TO SCALE



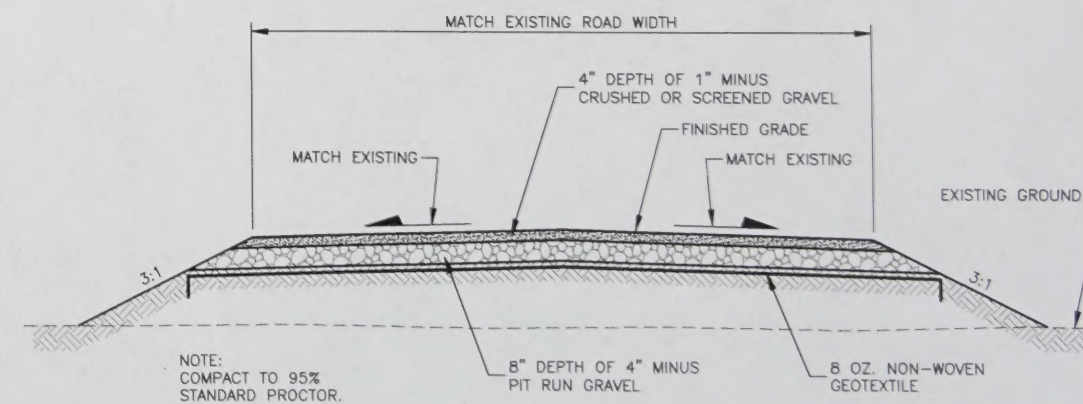
6 TYPICAL VALLEY GUTTER SECTION

5 NOT TO SCALE



7 POND 1 DITCH OUTLET DETAIL

5 NOT TO SCALE



8 TYPICAL GRAVEL ROAD SECTION

5 NOT TO SCALE

REVISION DESCRIPTION		NO.	BY	DATE
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		3		
		4		
		5		

PROJECT: 1-10204
DESIGNED: SMR/BAA
DRAWN: BAA
CHECKED: REC
APPROVED: SMR
DATE: MAY 23, 2011

GreatWest engineering
2801 BELT VIEW DRIVE
HELENA, MT 59601
(406) 449-8827

MISTER M LANDFILL
DRAINAGE IMPROVEMENTS
DETAILS

SHEET NO.
5
OF 5

HELENA

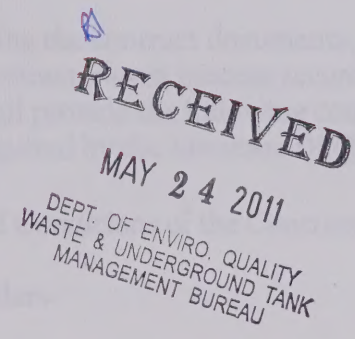
PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631



May 23, 2011

Mr. Rick Thompson
Solid Waste Program
Montana DEQ
PO Box 200901
Helena, MT 59620-0901

**RE: Mr. M Landfill, Lewistown, Montana
Engineering Design Documents**



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- Design Plans for improvements;
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BILLINGS

115 N Broadway
Suite 500
Billings, MT 59101
406.652.5000
Fax 406.248.1363

BOZEMAN

602 Ferguson
Suite 1
Bozeman, MT 59718
406.587.0504
Fax 406.587.0541



Great West Engineering is working with Fergus County and Montana Department of Transportation to obtain utility permits for installation of the drainage culverts under Boyd Creek Road.

The Montana DEQ will be responsible for assembling the contract documents, advertising for bids, and conducting the bid and contract award process according to Montana Code Annotated Law. Montana DEQ shall provide the following contract documents and any other forms and documents required by the Montana DEQ:

- Bidding Requirements, Contract Forms and Conditions of the Contract
 - Section 00100 – Invitation to Bid
 - Section 00200 – Instructions to Bidders
 - Suggested Bid Bond Form
 - Section 00500 – Agreement Form
 - Notice of Award
 - Notice to Proceed
 - Performance Bond
 - Payment Bond
 - Contractor's Application for Payment
 - Certificate of Substantial Completion
 - Work Change Directive
 - Change Order
 - Field Order
 - Section 00700 – Standard General Conditions for Public Works Projects
 - Section 00810 – Supplementary Conditions to the General Conditions
 - Wage Rates (Montana Prevailing Wage Rates for Heavy Construction 2011)
- Division 1 – General Requirements
 - Section 01010 – Summary of Work
 - Section 01041 – Project Coordination
 - Section 01050 – Field Engineering
 - Section 01090 – References
 - Section 01250 – Contract Modification Procedures
 - Section 01290 – Payment Procedures
 - Section 01300 – Submittals
 - Section 01320 – Construction Progress Documentation
 - Section 01400 – Contractor Quality Control and Owner Assurance
 - Section 01500 – Construction and Temporary Facilities
 - Section 01570 – Construction Traffic Control



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- Section 01580 – Temporary Water Supply
- Section 01600 – Product Requirements
- Section 01700 – Contract Closeout
- Section 01730 – Execution Requirements

Great West Engineering is available to assist in addressing questions that arise from assembling the contract documents and from Contractors during the bid process. Great West Engineering will also help prepare needed addendums. Montana DEQ will be responsible for preparation of the Notice of Award, Agreements and Notice to Proceed.

Please contact me at my office 406-495-6191 if you have any questions, comments, or concerns.

Sincerely,

Great West Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Stephanie M. Reinig".

Stephanie M. Reinig, PE
Project Engineer

Enclosures:

- Technical Specifications (3 sets)
- Design Plans (3 sets)
- Contract Documents (3 sets)
- Construction Cost Estimate
- CD with electronic copies of documents



- 1. General (100) - General Management
- 2. General (100) - General Management
- 3. General (100) - General Management
- 4. General (100) - General Management

The following information is provided to assist in the selection of the most qualified candidate for the position of General Manager. The information is based on the results of the selection process and is intended to provide a general overview of the position and the requirements for the position. The information is not intended to be a guarantee of employment or a representation of the company's policies or procedures.

The following information is provided to assist in the selection of the most qualified candidate for the position of General Manager. The information is based on the results of the selection process and is intended to provide a general overview of the position and the requirements for the position. The information is not intended to be a guarantee of employment or a representation of the company's policies or procedures.

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Estimate Of Probable Construction Cost
Mr M Landfill Stormwater Improvements
May 20, 2011

ITEM	Quantity	Unit	Estimated Construction Cost	
			Unit Price	Total Price
Schedule 1 - Wastewater Treatment & Disposal Improvements - Base Bid				
1. Mobilization	1	LS	\$3,500.00	\$3,500.00
2. 24" CMP Culvert	200	LF	\$45.00	\$9,000.00
3. Cut, Plug, and Abandon Existing Culvert	1	EA	\$500.00	\$500.00
4. Earthwork	1	LS	\$11,000.00	\$11,000.00
5. Rip Rap	1	LS	\$12,000.00	\$12,000.00
6. Seed and Fertilize	1	LS	\$2,000.00	\$2,000.00
TOTAL ESTIMATED CONSTRUCTION COST			\$38,000.00	

Estimate of Project Construction Cost			
for M. L. Smith Development Project			
May 22, 2018			
ITEM	Quantity	Unit	Estimated Construction Cost
			Total Price
1. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
2. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
3. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
4. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
5. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
6. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
7. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
8. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
9. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
10. 100' x 100' Lot	1	Sq. Ft.	\$2,000.00
Total Estimated Construction Cost			\$20,000.00

Contract No.: 511019

Task Order No.:

Modification No.:

Date: 01/21/2011

*Federal Grant No.:

*Federal Catalog No.:

Mail Code: (Required) 53068

*Note: Federal Grant & Federal Catalog Numbers: Only required when federal funds are used. The numbers are found on the grant award document.

Requestor & Procurement Information: (Complete all sections. Use Program only if a subdesignated section within a bureau and use acronyms or abbreviations to designate Program, Bureau & Division whenever possible)

Requestor: Ricknold Thompson (Contract/Project Manager) 406-444-5345 (Phone No)

Program: SWMP

Return Documents To: Designated Contact Person for Program and OIT if Necessary as noted below

Bureau: WUTMB

Program: Kristen Dorris (Designated Contact) 406-444-5294 (Phone No)

Division: PCD

OIT (Designated Contact) (Phone No)

Contract Purpose: This contract provides engineering services to The Department of Environmental Quality (DEQ) for the repair of drainage concerns at the Mr. M Landfill, located in Lewistown, Montana. Contracted services not to exceed \$13,500.00.

Procurement Justification: As beneficiary of a trust of money to pay for the post-closure care of the Mr. M Landfill facility, the Solid Waste Mgmt. Program within the DEQ desires the engineering and oversight services for the proposed improvements to the drainage system at said facility.

Contract Meets or Exceed \$200,000

Yes ☐
No ☒

If Yes Approvals Received:

DEQ Director ☐
OBPP ☐Email Attached ☐
Email Attached ☐DB Dev/Upgrade/Maintenance/other IT
(Note: All IT Contracts, SOWs & SOW Mods must be approved by OIT/BDB & DOA/ITSD; All IT Task Orders and Task Order Mods must be approved by OIT/BDB)☐ Yes
(If yes, Send to OIT/BDB)

ITPR Required

☐ Yes☒ No

OIT/BDB Approval

ITPR Approval Number

Contractor Information: (X the box for type of contractor.)For Profit: ☒ Owner ☐ LLC ☐ Partnership ☐ Corp ☐ Non-Profit ☐ Education Entity ☐ Gov't Entity

Company: Great West Engineering, Inc

Address: PO Box 4817

Address: 2501 Belt View Drive

City/State/Zip: Helena, MT 59604

Tax Id No.: 20-2501633

Signatory: Robert Church, PE

Title: Vice President

Financial Information: (Complete areas that apply. For mods complete the modification section and change dates(s) & finance info as necessary.)

*Note: Organization Units: If you need additional space for ORG Nos. please use form: H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc & in the first ORG: box put "See Attached". Print both forms and staple together for routing.

Start Date: upon signature 2-22-11 End Date: 10/31/2011

Account Code: 62102

Organizational Units*

Fiscal Year: 2010 2011

Fiscal Year:

Fiscal Year:

ORG: 575602/02157

Amount: \$13,500.00

Amount: \$

Amount: \$

ORG:

Amount: \$

Amount: \$

Amount: \$

ORG:

Amount: \$

Amount: \$

Amount: \$

TYPE OF MODIFICATION:

☐ Date Change

Contract Total (with mods): \$13,500.00

Funding: ☐ Increase ☐ Decrease ☐ Other (Language | Terms & Conditions)

Amount of change to funding: \$

☐ Working Capital Advance* (Working Capital Advances must be requested & justified in writing by Contractor.) Amount: \$

*Note: Financial Services enters advance budget in MTPi upon contract execution; the Division MUST request & authorize payment of the advance.

Bonds, Retainage, Withholding & Insurance Information: (Most contracts only require completion of the insurance & work comp sections. Construction change orders increasing costs requires increasing both the performance & L&M payment bonds) **Important Note:** Prior to work being performed DEQ MUST RECEIVE proof of insurance & work comp as well as "acceptable" originals of all required bonds and/or Letters of Credit!Performance: ☐ Bond ☐ LOC No.

Amount: \$

Expires:

☐ Labor & Materials Payment Bond No.

Amount: \$

Expires:

☐ Retainage (\$ or %) 1st Ret:2nd Ret:☐ Withholding (% or \$):Insurance: ☒ Liability (L) ☐ Auto (A) or ☐ L&A Combo ☐ Prof. EEO Expires:

Work Comp Expires:

Legal and Division Approvals

DEQ Legal Counsel

Bureau Chief / Authorizing Agent

Division Fiscal Officer / Contracts Reviewer

Division Administrator

Financial Services Approvals

Date

Contract Document Logged into FS

Date

Date

FS Budget Analyst

Date

Date

Contracts Officer

Date

Date

Director Approval (if Required) (or Contract Mailed)

Date

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana Department of Environmental Quality (DEQ) and Great West Engineering, Inc. (Contractor). This Contract is entered into in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5, for the purpose of repairing drainage concerns at the Mr. M Landfill located in Lewistown, Montana.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1. Contract Term. This Contract shall take effect upon signature and terminate on October 31, 2011), unless terminated earlier in accordance with the terms of this Contract. (§ 18-4-313 MCA.)

3. SERVICES AND/OR SUPPLIES

3.1. Contractor shall provide DEQ with the following services:

3.1.1. Design Plan, Technical Specifications and Bid Documents: Contractor shall prepare design plans and technical specifications for the improvements proposed under Alternative #1 in the "Investigation, Analysis and Recommendations for Pond Leakage and Water Damage – Mr. M. Landfill, Lewistown, Montana", prepared by Mr. Bob Church of Contractor, dated October 4, 2010. This includes obtaining DEQ approval of the plans and specifications. Contractor is also required to obtain utility permits from Fergus County and the Montana Department of Transportation. Contractor shall also prepare the project special provisions, bid form, and measurement and payment sections of the bid document.

3.1.2. Bidding Process: Contractor shall be available to address questions posed by potential bidders during the bid process and to help prepare any addendums as required.

3.1.3. Construction Inspection, Management, and Certification: Contractor shall conduct an on-site pre-construction conference with the contractor that wins the bid and DEQ to review and approve contractor shop drawings and submittals, and to review contractor requests for information and pay requests. Contractor shall conduct two interim inspections and one final inspection of the project; prepare a punch list after the final inspection; and, upon completion of the project, provide DEQ with a certification of completion.

3.1.4. The duty of Contractor to perform the services in 3.1.2 and 3.1.3. and the duty of the Department to pay for them are contingent on the Fergus County District Court granting access to the Department and its contractors. The Department shall file a motion requesting access by the end of January 2011.

3.2. Upon completion of the work, Contractor shall provide DEQ with a final invoice for the work performed.

4. CONSIDERATION/PAYMENT

4.1. In consideration of services rendered pursuant to this Contract, the State agrees to reimburse Contractor for employees and expenses at the rate indicated in the attached rate sheet, up to a maximum of \$13,500.

4.2. DEQ will reimburse Contractor within 30 days after receipt of each billing statement, contingent upon acceptable performance of the work.

4.3. Contractor shall not use the funds received under this Contract to supplant other Contractor budgeted expenses or funds.

5. ACCESS AND RETENTION OF RECORDS

5.1. Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Montana Code Annotated § 18-1-118.)

5.2. Retention Period. The Contractor agrees to create and retain records supporting the services provide for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor may not assign, transfer or subcontract any portion of this Contract without the express written consent of the State. (Montana Code Annotated § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, and while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except for the sole negligence of the State, under this Contract.

8. REQUIRED INSURANCE

8.1. General Requirements. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2. Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

8.3. Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

8.4. Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

8.5. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6. Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A-, indicating compliance with the required coverages, was received by the Department of Environmental Quality prior to execution of this Contract. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither the Contractor nor its employees are employees of the State. Contractor and any subcontractor must comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance or exemption must be valid for the entire term of the Contract. If the insurance or exemption used as proof of compliance expires during the term of this Contract or a renewal, Contractor shall immediately send to the Department's liaison proof of current insurance/exemption.

10. COMPLIANCE WITH LAWS

The Contractor and any subcontractor must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

11. CONTRACT TERMINATION

11.1. Termination for Cause. The State may, by written notice to the Contractor, terminate this Contract in whole or in part at any time the Contractor fails to perform this Contract.

11.2. Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

11.3. Lack of Access. This contract will be terminated if legal access to the site for the work is not granted by the Fergus County District Court to the State by August 30, 2011.

12. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this Contract shall be coordinated between the State's liaison and the Contractor's liaison.

Ricknold Thompson, will be the liaison for the Department.

Address: Montana Department of Environmental Quality
Waste and Underground Tank Management Bureau
Solid Waste Section
PO Box 200901
Helena, MT 59620-0901

Telephone: (406) 444-5345

Fax: (406) 444-1374

E-mail: rithompson@mt.gov

Robert Church, PE, will be the liaison for the Contractor.

Address: PO Box 4817 (2501 Belt View Drive)
Helena, MT 59604

Telephone: 406-449-8627

Fax: 406-449-8631

E-mail: bchurch@greatwesteng.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

13. CHOICE OF LAW AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

14. SCOPE, AMENDMENT AND INTERPRETATION

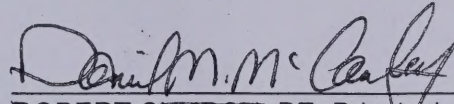
This Contract consists of five numbered pages and contains the entire Contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

15. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

GREAT WEST ENGINEERING

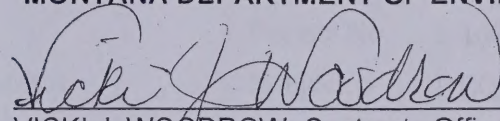
2/22/11
DATE

BY: 
~~ROBERT CHURCH, PE, Principal~~
DANIEL M. MCAULEY, PE PRESIDENT
PO Box 4817
Helena, MT 59604

Federal Employer's ID No.: 20-2501633

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

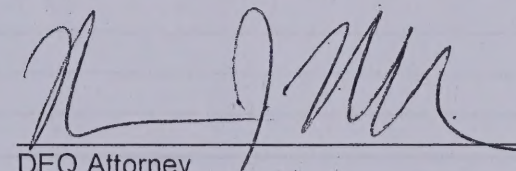
01/28/11
DATE

BY: 
VICKI J. WOODROW, Contracts Officer

Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

1/24/11
DATE

BY: 
DEQ Attorney

12. DISCLOSURE OF INFORMATION

The Contractor shall disclose to the Government all information, including but not limited to, all documents, data, and information, in any form or medium, which is in the possession, custody, or control of the Contractor, and which is relevant to the performance of the contract.

Contractor shall disclose to the Government all information, including but not limited to, all documents, data, and information, in any form or medium, which is in the possession, custody, or control of the Contractor, and which is relevant to the performance of the contract.

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The Contractor shall disclose to the Government all information, including but not limited to, all documents, data, and information, in any form or medium, which is in the possession, custody, or control of the Contractor, and which is relevant to the performance of the contract.

13. SCOPE OF LAW AND VALUE

The Contractor shall disclose to the Government all information, including but not limited to, all documents, data, and information, in any form or medium, which is in the possession, custody, or control of the Contractor, and which is relevant to the performance of the contract.

14. SCOPE AMENDMENT AND EXTENSION

The Contractor shall disclose to the Government all information, including but not limited to, all documents, data, and information, in any form or medium, which is in the possession, custody, or control of the Contractor, and which is relevant to the performance of the contract.



PO Box 4817
2501 Belt View Drive
Helena, MT 59604

PHONE: 406.449.8627
FAX: 406.449.8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Dionne Shaw

Date: February 23, 2011

Of: DEQ

Project: Mr. M Landfill

Address: PO Box 200901

Project No.: 1-10204

Helena MT 59620-0901

Subject: DEQ Original Contract

Phone:

Fax:

We transmit: ☐ As requested ☒ Attached ☐ Under separate cover

Via: ☒ Mail ☐ e-Mail ☐ Courier ☐ Overnight delivery ☐ Fax

# of Copies	Description
1	DEQ Original Contract

Our action: ☐ Reviewed ☐ Not approved ☒ Approved ☐ See remarks

Action requested: ☐ Review and comment ☒ Approve / Accept
☐ Make corrections noted ☐ Revise and resubmit
☐ For your information and use

Remarks:

Please find enclosed the DEQ Original Contract for your records. Please contact me if you have any questions.

From: Denice Street e-mail address: dstreet@greatwesteng.com

Phone: 406-495-6150 cc: Project file

If enclosures are not as noted, please notify the sender immediately.

400 Box 8857
 5201 Bell View Drive
 Helena, MT 59604
 Phone: 406 448 8857
 Fax: 406 448 8857
 Email: info@enviro-qm.com

RECEIVED
FEB 25 2011

DEPT. OF ENVIRO. QUALITY
 WASTE & UNDERGROUND TANK
 MANAGEMENT BUREAU

LETTER OF TRANSMITTAL

To: _____
 From: _____
 Date: February 23, 2011
 Project: MT 51 Landfill
 Project No: 1-10001
 Subject: DEQ Original Contract
 Phone: _____
 Fax: _____
 We transmit: ☐ Attached ☐ Under seal, etc. cover
 Via: ☒ Mail ☐ e-Mail ☐ Courier ☐ Overnight delivery ☐ Fax

# of Copies	Description
1	DEQ Original Contract

Distribution: ☐ Reviewed ☐ Not reviewed ☒ Approved ☐ Not approved
 Action requested: ☐ Review and comment ☒ Approve / Accept ☐ Review and respond
☐ Make corrections noted ☐ For your information and use

Remarks: _____
 Please find enclosed the DEQ Original Contract for your records. Please contact me if you have any questions.
 Sincerely,

If preparation fee will be charged, please notify the sender in advance.

F:\1-10204-MR. M. Landfill\CADD 1-10204\Exhibits\1-10204-Fig 1-Stormwater Plan.dwg



BASIN



Figure 1
Overall Site Map
Landfill Stormwater Plan & Basins

MR. M LANDFILL

FEB 25 2001
DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

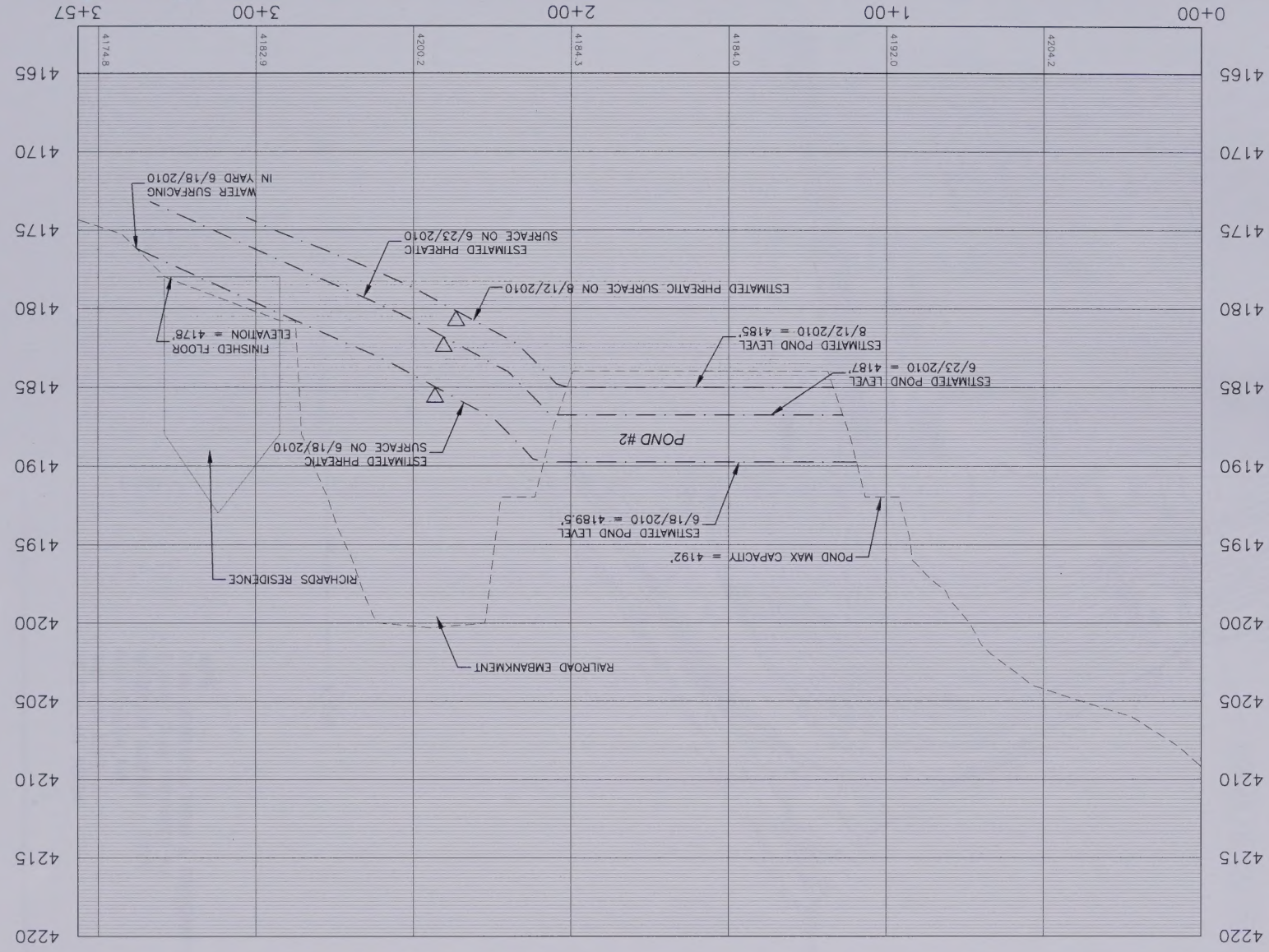


Figure 1
Overall Site Map
Landfill Stormwater Plan & Basins

MR. M LANDFILL

Figure 2
Cross Section A-A' Through Pond 2 &
Richards Household
MR. M LANDFILL

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'





NOTE:
 PLAN DEVELOPED FROM A TOPOGRAPHICAL
 SURVEY PLAN PREPARED BY:
 MORRISON MAIERLE / CSSA
 910 HELENA AVE
 P.O. BOX 6147
 HELENA, MT 59604



NOTE:
 PLAN DEVELOPED FROM A TOPOGRAPHICAL
 SURVEY PLAN PREPARED BY:
 MORRISON MAIERLE / CSSA
 910 HELENA AVE
 P.O. BOX 6147
 HELENA, MT 59604

0 75 150
 SCALE IN FEET



Figure 3
Alternative #1

MR. M LANDFILL



NOTE:
 PLAN DEVELOPED FROM A TOPOGRAPHICAL
 SURVEY PLAN PREPARED BY:
 MORRISON MAIERLE / CSSA
 910 HELENA AVE
 P.O. BOX 6147
 HELENA, MT 59604

F:\1-10204-Mr. M. Landfill\CADD 1-10204\Exhibits\1-10204-Fig 4-Alt 2.dwg



NOTE:
PLAN DEVELOPED FROM A TOPOGRAPHICAL
SURVEY PLAN PREPARED BY:
MORRISON MAIERLE / CSSA
910 HELENA AVE
P.O. BOX 6147
HELENA, MT 59604

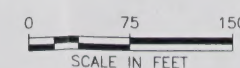


Figure 4
Alternative #2

MR. M LANDFILL



NOTE:
 PLAN DEVELOPED FROM A TOPOGRAPHICAL
 SURVEY PLAN PREPARED BY:
 MORRISON MAIERLE / CSSA
 910 HELENA AVE
 P.O. BOX 6147
 HELENA, MT 59604



Figure 5
Alternative #3

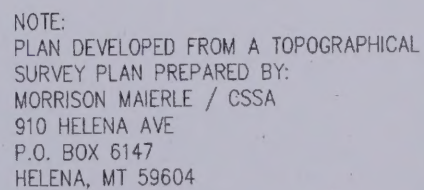
MR. M LANDFILL



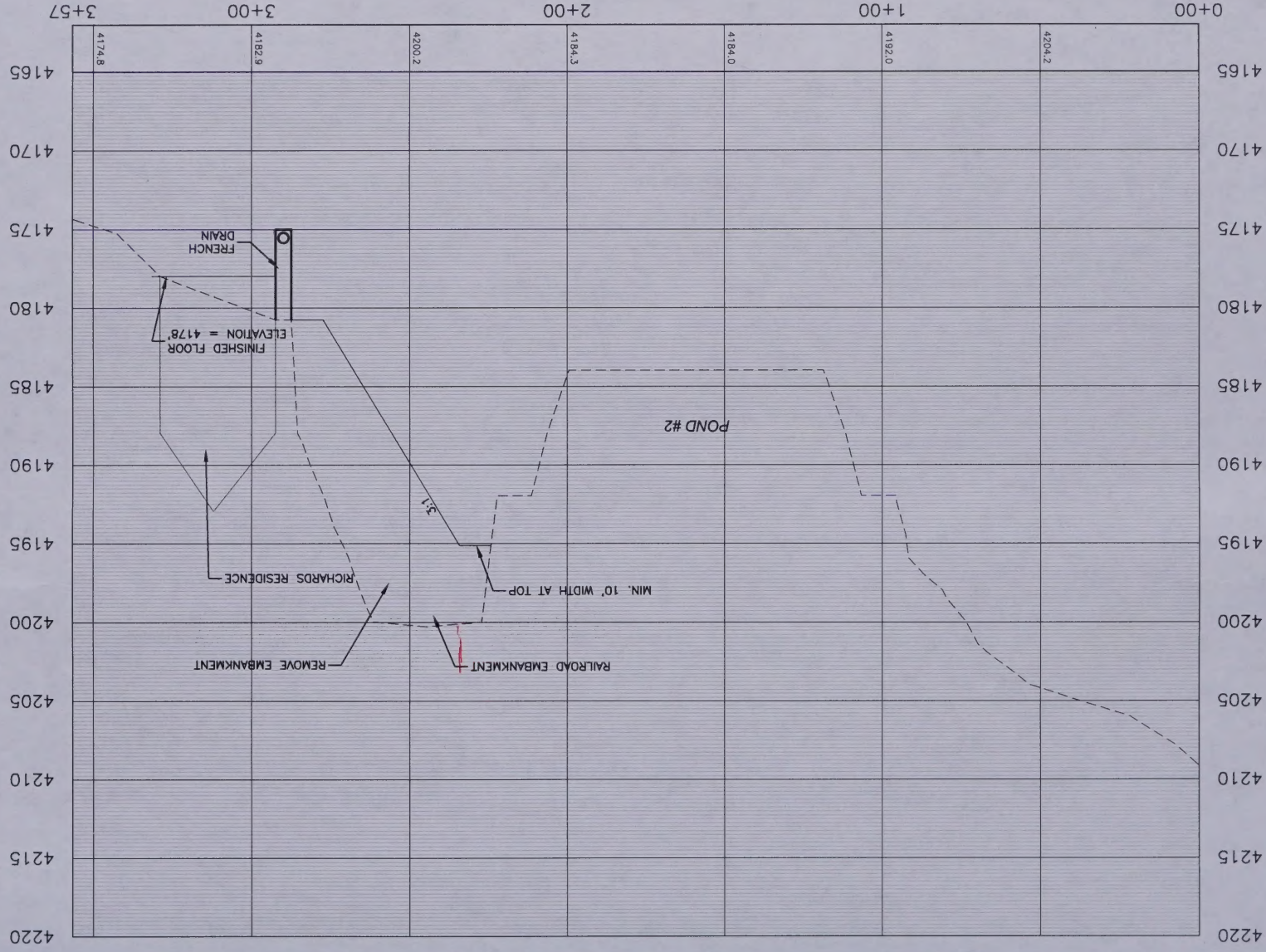
NOTE:
 PLAN DEVELOPED FROM A TOPOGRAPHICAL
 SURVEY PLAN PREPARED BY:
 MORRISON MAIERLE / CSSA
 910 HELENA AVE
 P.O. BOX 6147
 HELENA, MT 59604

Figure 5
Alternative #3

MR. M LANDFILL

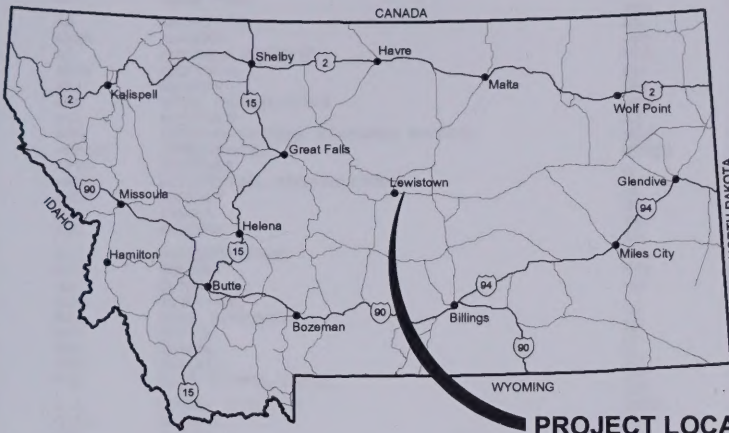


MR. M LANDFILL



HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'

Figure 7
Alternative 4 Cross Section
MR. M LANDFILL



PROJECT LOCATION

MR M DRAINAGE I CONSTR

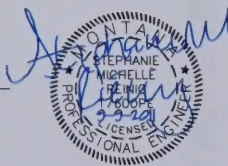
SECTION 8, TOW

PLANS PREPARED FOR:

MR. RICK THOMPSON
DEQ SOLID WASTE PROGRAM

APPROVED BY:

STEPHANIE M. REINIG, P.E.
GREAT WEST ENGINEERING



QA/QC BY:

ROBERT E. CHURCH, P.E.
GREAT WEST ENGINEERING

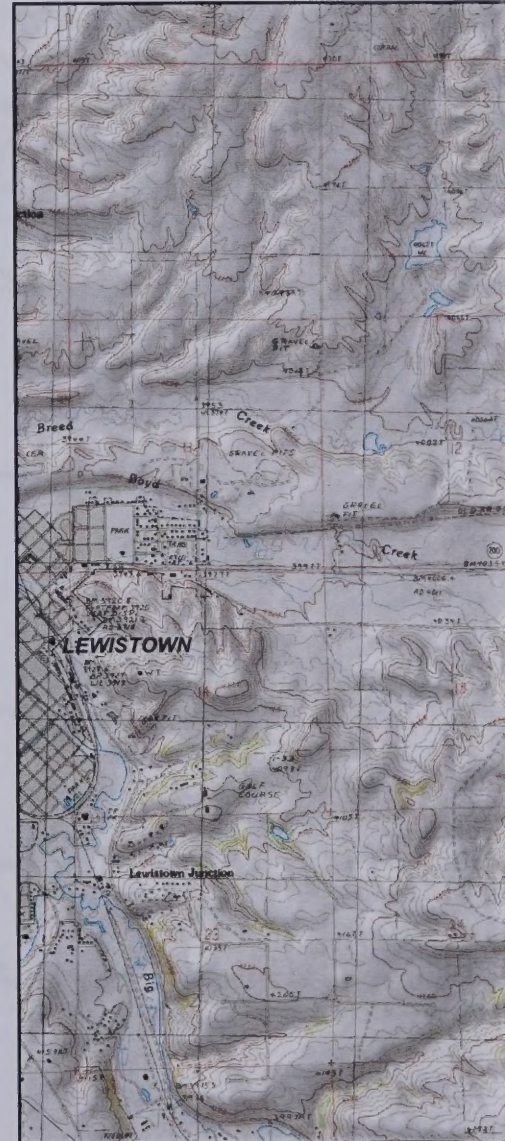


PLANS PREPARED BY:

BRET ANDERSON



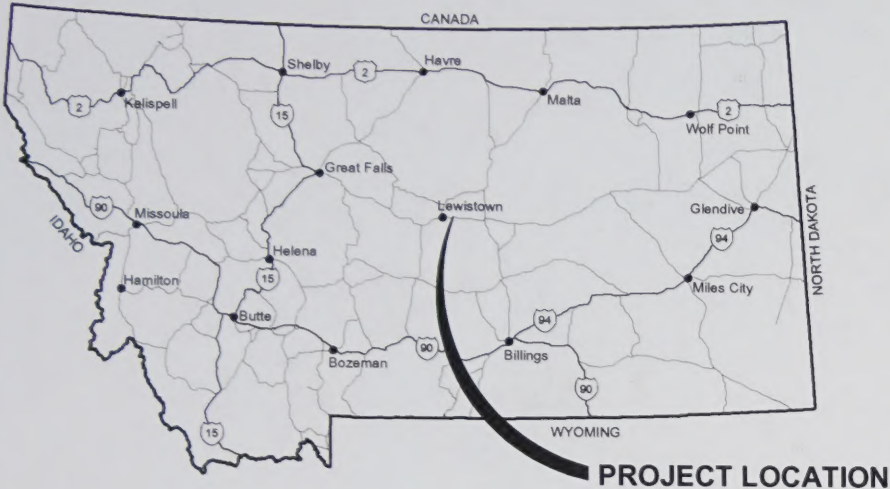
2501 BELT VIEW DRIVE
HELENA, MT 59601
(406)449-8627



SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5

COVER
LEGEND - ABBREVIATIONS AND GENERAL NOTES
SITE PLAN
POND 2 DITCH PLAN AND PROFILE
DETAILS

MR M LANDFILL DRAINAGE IMPROVEMENTS CONSTRUCTION PLANS



SECTION 8, TOWNSHIP 15 N., AND RANGE 19 E.



RECORD DRAWINGS

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SEP 14 2011

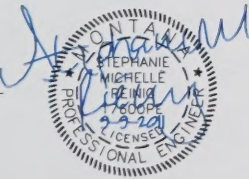
DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

PLANS PREPARED FOR:

MR. RICK THOMPSON
DEQ SOLID WASTE PROGRAM

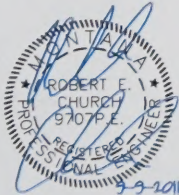
APPROVED BY:

STEPHANIE M. REINIG, P.E.
GREAT WEST ENGINEERING



QA/QC BY:

ROBERT E. CHURCH, P.E.
GREAT WEST ENGINEERING



PLANS PREPARED BY:

BRET ANDERSON



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GENERAL NOTES:

1. THIS IS A STANDARD LEGEND AND ABBREVIATION LIST. THEREFORE, NOT ALL SYMBOLS AND ABBREVIATIONS MAY BE USED ON THIS PROJECT.
2. UNLESS MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK WILL CONFORM TO THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, FIFTH EDITION, MARCH 2003 & 2006 ADDENDUM (REFERRED TO COLLECTIVELY AS MPWSS).
3. EXISTING UNDERGROUND UTILITIES SHOWN ARE FROM THE BEST INFORMATION AVAILABLE. THIS INFORMATION IS APPROXIMATE AND MAY BE INCOMPLETE. FOR ACCURATE LOCATION, THE CONTRACTOR SHALL CONTACT, PRIOR TO EXCAVATION, THE UTILITIES UNDERGROUND LOCATION CENTER AT: 1-800-424-5555.

DETAIL NUMBER

SECTION LETTER

DETAIL NUMBER OR SECTION LETTER

SHEET NUMBER WHERE DETAIL OR SECTION IS SHOWN

DETAIL OR SECTION TITLE

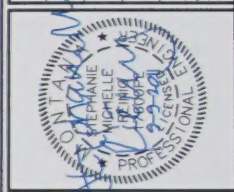
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SHEET NUMBER WHERE DETAIL OR SECTION IS SHOWN

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		MINOR CONTOUR			SHRUB/BUSH
		OVERHEAD TELEPHONE			TREE-CONIFER
		UNDERGROUND TELEPHONE			TREE-DECIDUOUS
		CABLE TELEVISION			TREE LINE
		FIBER OPTIC			COMMUNICATION MANHOLE
		NATURAL GAS			COMMUNICATION VAULT
		OVERHEAD POWER			TELEPHONE RISER
		UNDERGROUND POWER			CABLE TV RISER
		SANITARY SEWER			NATURAL GAS METER
		SANITARY SEWER SERVICE			NATURAL GAS RISER
		SANITARY SEWER FORCEMAIN			NATURAL GAS VALVE
		STORM DRAIN			LIGHT POLE
		STORM CULVERT			STREET LIGHT POLE
		WATER			POWER RISER
		WATER SERVICE			PAD MOUNTED TRANSFORMER
		CHAINLINK FENCE			POWER VAULT
		BARBED WIRE FENCE			UTILITY POLE
		WOOD FENCE			GUY WIRE
		PAVED ROAD			SANITARY MANHOLE
		GRAVEL ROAD			SANITARY CLEANOUT
		PROPERTY/LOT LINE			SANITARY LAMPHOLE
		PROPERTY EASEMENT			STORM MANHOLE
		PROPERTY SETBACK			STORM ROUND INLET
		RIGHT-OF-WAY			STORM SQUARE INLET
		CITY LIMIT/DISTRICT BOUNDARY			STORM CATCH BASIN
		RAILROAD			11.25' ELBOW
		DITCH			22.50' ELBOW
		WATER EDGE			45' ELBOW
		WETLAND			90' ELBOW
		BUILDING			TEE
		BENCHMARK			CROSS
		CONTROL POINT			CAP
		PROPERTY PIN			FIRE HYDRANT
		BORING			GATE VALVE
		MONITORING WELL			REDUCER
		TEST PIT			WATER METER
		BOLLARD			WELL
		MAIL BOX			CURB STOP
		SIGN			FROST FREE HYDRANT

RECORD DRAWINGS

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DRAWN: BAA				
CHECKED: REC				
APPROVED: SMR				
DATE: JULY 27, 2011				



MR M LANDFILL

DRAINAGE IMPROVEMENTS

LEGEND - ABBREVIATIONS
AND GENERAL NOTES

SHEET NO.

2

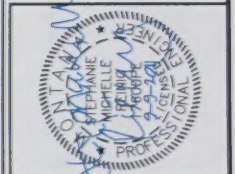
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RECORD DRAWINGS

NO.	REVISION DESCRIPTION	BY	DATE
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3			
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MR M LANDFILL DRAINAGE IMPROVEMENTS SITE PLAN

LANDFILL IMPROVEMENTS

CTION PLANS

HIP 15 N., AND RANGE 19 E.



NOT TO SCALE

SHEET INDEX

PROJECT: 1-10204
DATE: JULY 27, 2011

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SHEET 2
SHEET 3
SHEET 4
SHEET 5

COVER
LEGEND - ABBREVIATIONS AND GENERAL NOTES
SITE PLAN
POND 2 DITCH PLAN AND PROFILE
DETAILS

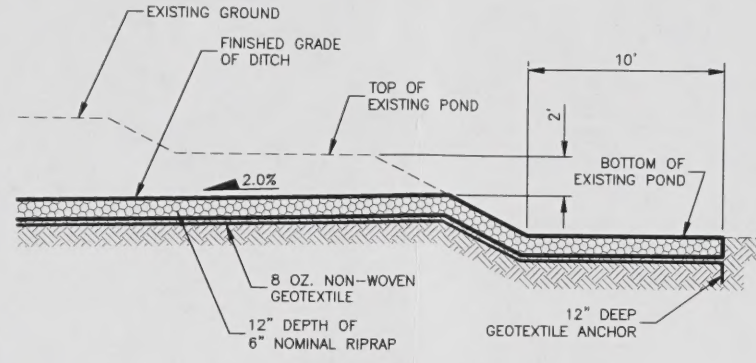
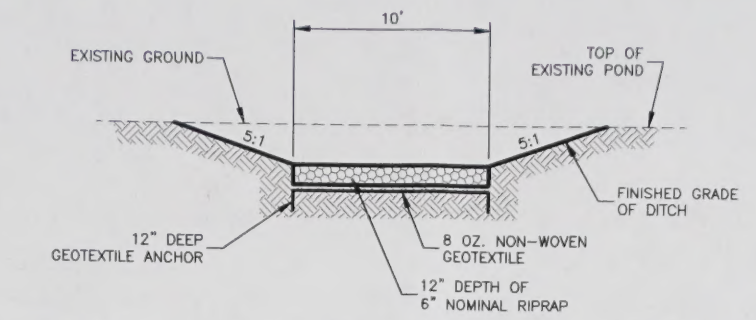
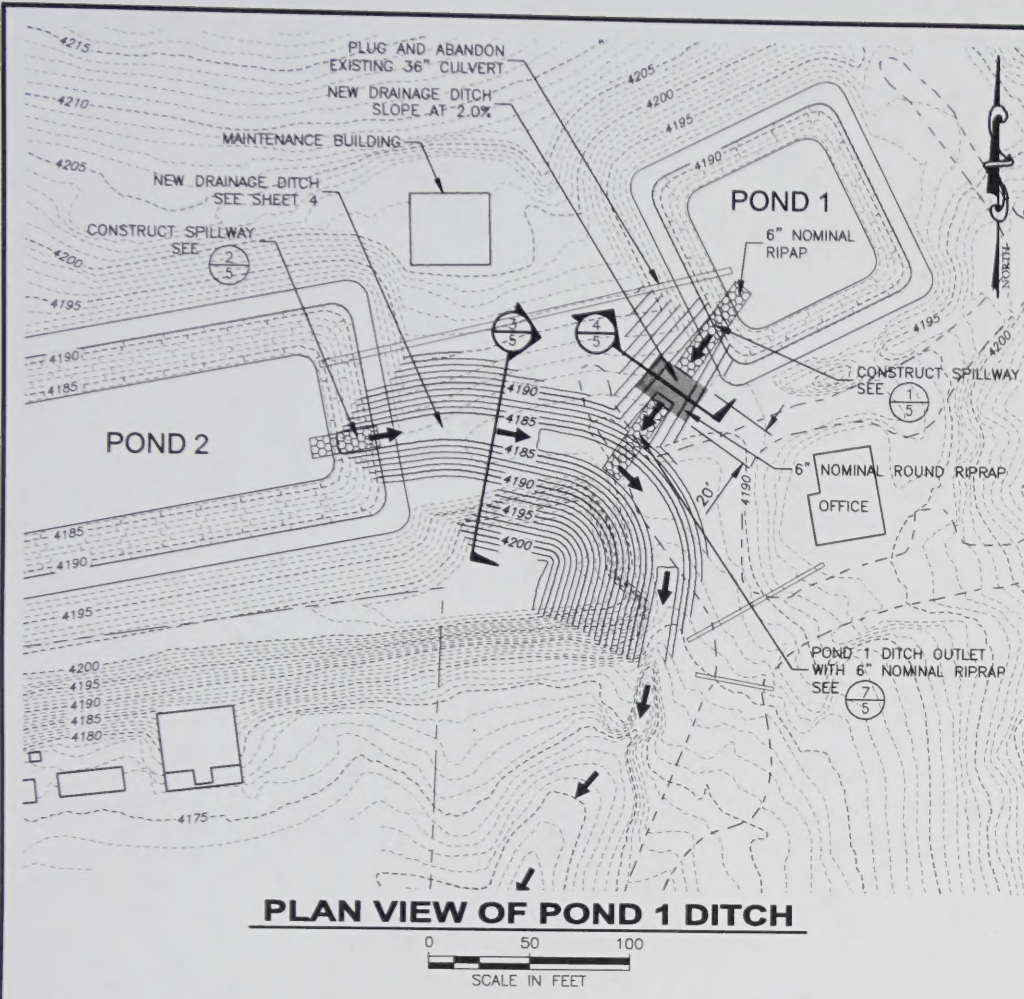
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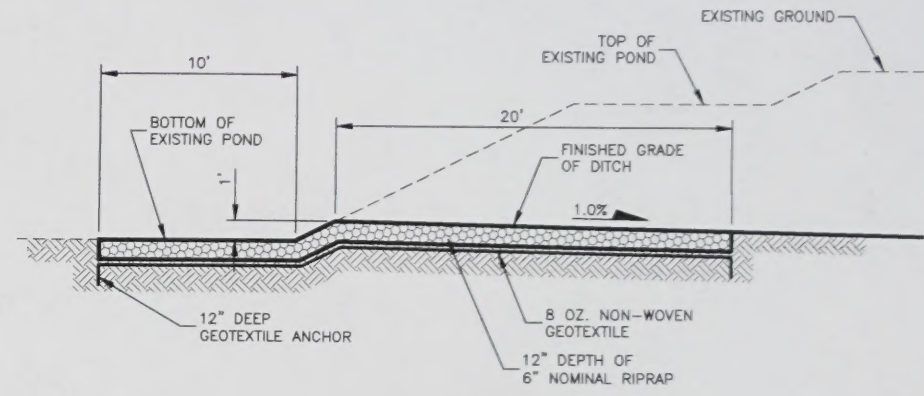
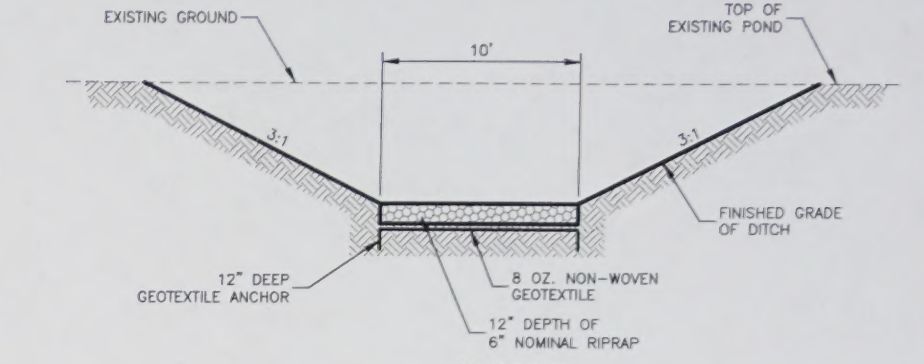
SEP 14 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

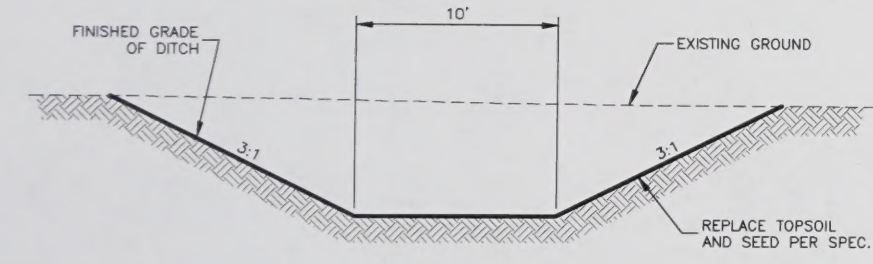
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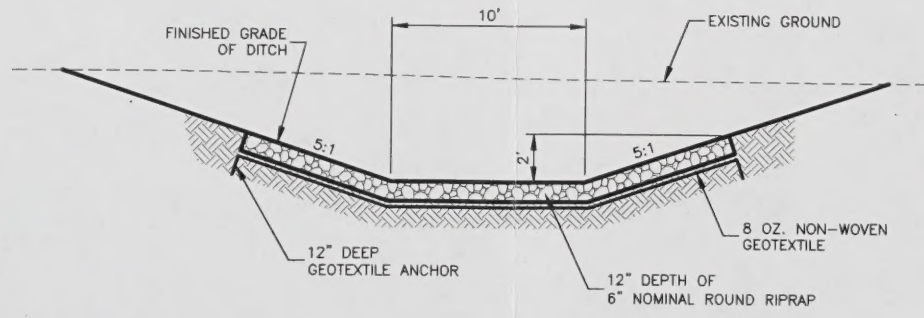
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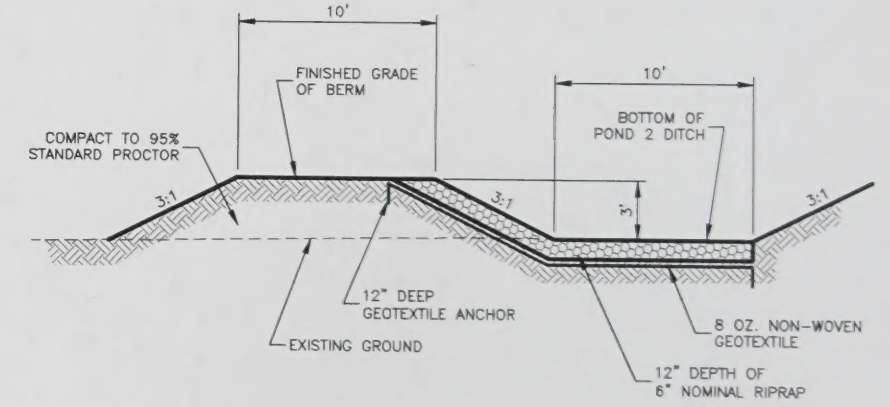
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NOT TO SCALE



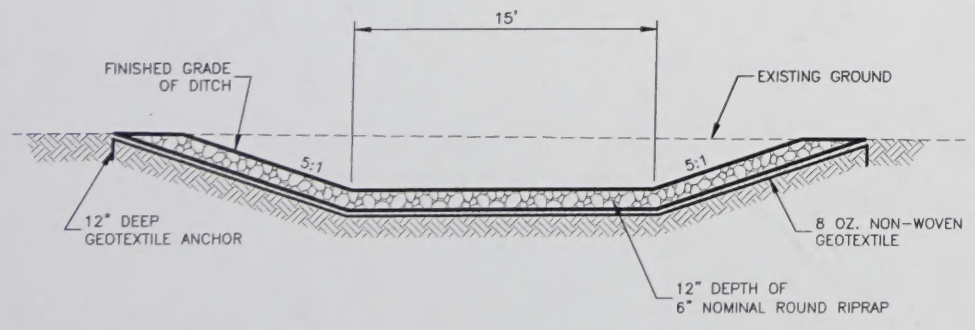
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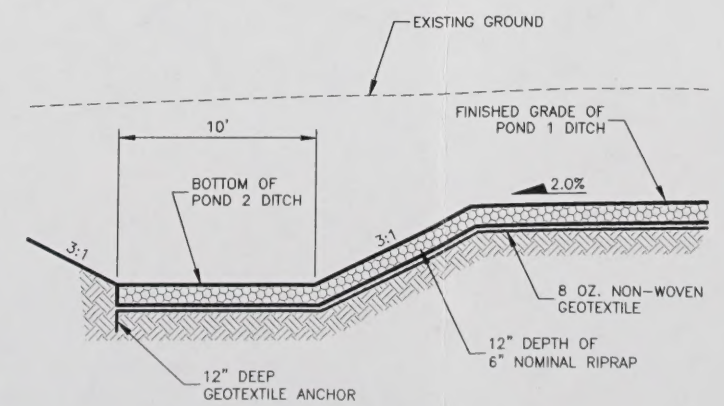
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NOT TO SCALE



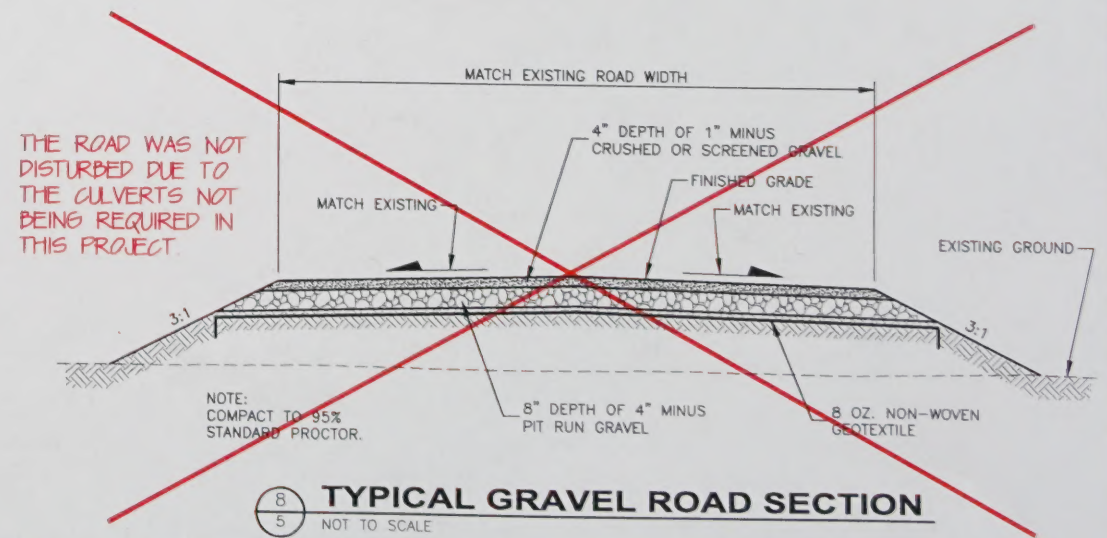
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NOT TO SCALE



6 TYPICAL VALLEY GUTTER SECTION
NOT TO SCALE



7 POND 1 DITCH OUTLET DETAIL
NOT TO SCALE



8 TYPICAL GRAVEL ROAD SECTION
NOT TO SCALE

RECORD DRAWINGS

NO.	REVISION DESCRIPTION	BY	DATE
1	RECORD DRAWINGS	SMR	08/20/11
2			
3			
4			
5			



MR M LANDFILL
DRAINAGE IMPROVEMENTS
DETAILS

F:\1-10204-Mr. M. Landfill\CADD 1-10204\Asbuilt\1-10204-05-Detail-AB.dwg

HELENA

PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631



STATEMENT OF COMPLETION

Project Owner: Montana Department of Environmental Quality-Solid Waste Division

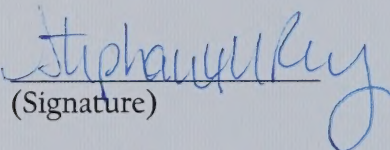
Name of Project: Mr. M Landfill Drainage Improvements

I, Stephanie Michelle Reinig, a Registered Professional Engineer in the State of Montana, license number 17600 PE; do hereby state that the above named project was completed in substantial conformance with the approved plans and specifications. I further state that the record (as-built) drawings for this project are true and accurate representation of the completed construction.

Stephanie Michelle Reinig

17600 PE

P.E. Number


(Signature)

September 13, 2011

(Date)

Great West Engineering, Inc.
PO Box 4817
Helena, MT 59604

BILLINGS
115 N Broadway
Suite 500
Billings, MT 59101
406.652.5000
Fax 406.248.1363

BOZEMAN
602 Ferguson
Suite 1
Bozeman, MT 59718
406.587.0504
Fax 406.587.0541


RECEIVED
SEP 14 2011
DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU



RECEIVED

SEP 14 2011

Dept. of Enviro. Quality
Waste & Underground
Tank Management Bureau

PO Box 4817
2501 Belt View Drive
Helena, MT 59604

PHONE: 406.449.8627
FAX: 406.449.8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Tim Stepp Date: September 13, 2011
Of: MT DEQ – Solid Waste Regulatory Project: MR M Landfill Drainage
Program Improvements
Address: PO Box 200901 Project No.: 1-10204
Helena, MT 59620-0901 Subject: Statement of Completion
Phone: 406-444-4725 Fax:

We transmit: ☐ As requested ☒ Attached ☐ Under separate cover
Via: ☒ Mail ☐ e-Mail ☐ Courier ☐ Overnight delivery ☐ Fax

# of Copies	Description
1	Statement of Completion
3	Record Drawings

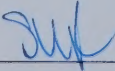
Our action: ☒ Reviewed ☐ Not approved ☐ Approved ☐ See remarks
Action requested: ☐ Review and comment ☐ Approve / Accept
☐ Make corrections noted ☐ Revise and resubmit
☒ For your information and use

Remarks:

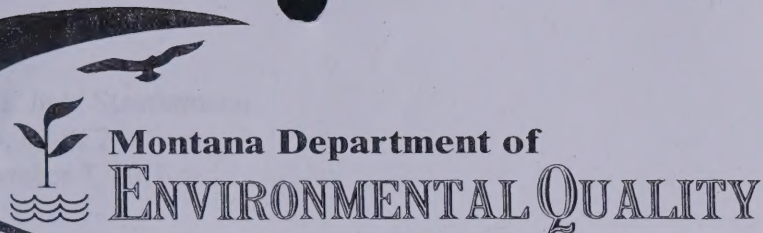
Please find enclosed the statement of completion and record drawings for the above named project. Please call if you have any questions.

Thanks,

Stephanie Reinig

From: Stephanie Reinig, PE  e-mail address: sreinig@greatwesteng.com
Phone: 495-6191 cc: file

If enclosures are not as noted, please notify the sender immediately.



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

October 7, 2011

Ms. Judy Staudermann
U.S. BANK - INSTITUTIONAL TRUST & CUSTODY
Mail Code EX-FL-WWSJ
225 Water Street, Suite 700
Jacksonville, FL 32202

RE: MR. M DISPOSAL INC. TRUST ACCOUNT NO. 2695000078

Dear Ms. Staudermann:

Pursuant to §§ 5 and 15 of the trust agreement for the above noted facility, you are authorized to make payments for completion of the *Stormwater Improvement Project* at the Mr. M Class II Landfill (License #302) in Lewistown, Fergus County, Montana. Payment authorization is provided herein according to the most recent certified signature list submitted to you by the Department.

Enclosed are copies of two contract invoices:

#8448 -Project number 1-10204, MDEQ Contract #511019, *Engineering certified 9/14/2011*
Great West Engineering, P.O. Box 4817, Helena, MT 59604

Request for Final Payment – MDEQ Contract #512032, *Substantial completion 9/13/2011*
Do-All Construction, 440 Bach Street, Lewistown, MT 59457-3203

The Department directs U.S. Bank to pay as follows:

\$4,082.90	Great West Engineering
\$39,840.00	Do-All Construction

Please mail each check to the address listed and refer to the invoice, project, and contract numbers noted above for each recipient.

Please provide written notification of these payments to:

Mr. Rick Thompson
Permitting and Compliance Division
WUTMB-SWP
Department of Environmental Quality
PO Box 200901
Helena, MT 59620-0901

Ms. Judy Staudermann

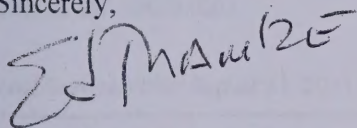
Page 2 of 2

October 7, 2011

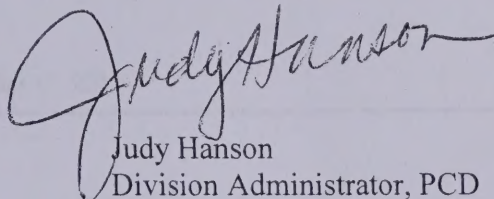
If you have any questions or need additional information, please contact Tim Stepp at the Permitting and Compliance Division (PCD), Waste and Underground Tank Management Bureau (WUTMB), Solid Waste Program, (406) 444-4725 or e-mail tstepp@mt.gov.

Thank you.

Sincerely,



Ed Thamke
Bureau Chief, WUTMB



Judy Hanson
Division Administrator, PCD

Encl: Invoice, Great West Engineering
Request for Final Payment, Do-All Construction

Cc: Tim Stepp, DEQ Solid Waste Program

File: Lic. #302/Fergus Co/Mr. M Class II Landfill/FA

Path: G:\WUT\SW\FA\FERGUS\MisterM\TrustFundPayout-DEQContracts511019&512032-10711.docx

Attest:
Notary Public
State of New York
October 7, 2011

I, the undersigned, being a duly qualified Notary Public for the State of New York, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on the day and date above written.

[Signature]
Notary Public
State of New York

[Signature]
Notary Public
State of New York

Witness my hand and seal this 7th day of October, 2011.

Notary Public for the State of New York

Notary Public for the State of New York



PO Box 4817
2501 Belt View Drive
Helena, MT 59604
PHONE: 406.449.8627

COPY

Montana Department of Environmental Quality
Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Invoice number 8880
Date 09/19/2011

Project 1-10204 Mr. M Landfill

Professional Services from August 21, 2011 through September 17, 2011

Task Order #2 Mr. M Landfill Design Plan

Professional Fees

	Hours	Rate	Billed Amount
Senior CADD Operator/Designer	1.00	88.00	88.00
Engineer 2	24.00	88.00	2,112.00
Project Manager 4	1.25	136.00	170.00
Clerical Support	0.25	49.00	12.25

Reimbursables

	Units	Rate	Billed Amount
Miles	443.00	0.65	287.95

Phase subtotal 2,670.20

Invoice total **2,670.20**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
61-12 TASK ORDER #2 MR. M LANDFILL DESIGN PLAN	13,500.00	10,786.95	13,457.15	2,670.20
Total	13,500.00	10,786.95	13,457.15	2,670.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
8798	08/25/2011	1,412.70	1,412.70				
8880	09/19/2011	2,670.20	2,670.20				
Total		4,082.90	4,082.90	0.00	0.00	0.00	0.00

Approved by:

Robert E. Church

COPY

10 5th St
3501 5th Ave
Harrisburg, PA 17104
Phone: 717-633-1234



Project: 1-12345678
Date: 10/10/2017
Project Manager: J. Smith

Project: 1-12345678
Date: 10/10/2017
Project Manager: J. Smith

Project: 1-12345678

Project: 1-12345678

Item	Rate	Amount
1.00	10.00	10.00
2.00	20.00	20.00
3.00	30.00	30.00
4.00	40.00	40.00
5.00	50.00	50.00

Item	Rate	Amount
6.00	60.00	60.00
7.00	70.00	70.00
8.00	80.00	80.00
9.00	90.00	90.00
10.00	100.00	100.00

Project: 1-12345678

Item	Rate	Amount	Total
1.00	10.00	10.00	10.00
2.00	20.00	20.00	30.00
3.00	30.00	30.00	60.00
4.00	40.00	40.00	100.00
5.00	50.00	50.00	150.00
6.00	60.00	60.00	210.00
7.00	70.00	70.00	280.00
8.00	80.00	80.00	360.00
9.00	90.00	90.00	450.00
10.00	100.00	100.00	550.00

Item	Rate	Amount	Total
1.00	10.00	10.00	10.00
2.00	20.00	20.00	30.00
3.00	30.00	30.00	60.00
4.00	40.00	40.00	100.00
5.00	50.00	50.00	150.00
6.00	60.00	60.00	210.00
7.00	70.00	70.00	280.00
8.00	80.00	80.00	360.00
9.00	90.00	90.00	450.00
10.00	100.00	100.00	550.00

Project: 1-12345678

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Montana Department of
ENVIRONMENTAL QUALITY

MAILED
10-12-11 *gh*

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

October 7, 2011

Mr. Duane Otto
Do-All Construction
440 Bach Street
Lewistown, MT 59457-3203

**RE: FINAL APPROVAL—STORM WATER CONTROL IMPROVMENTS
Mister M Class II Landfill (Lic. #302)**

Dear Mr. Otto:

The Department of Environmental Quality (Department or MDEQ) received your *Request for Final Payment* form that was submitted by Do-All Construction (DAC) on October 4, 2011, for work performed under MDEQ Contact No. 512032 (the Contract) to complete all aspects of the *Storm-water Improvements Project* at the subject landfill in Lewistown, Fergus County. As also required under the contract, DAC (i) previously submitted the *Change Order* form on August 31, 2011, after inspection by Great West Engineering (GWE), (ii) essentially completed the work by September 1, 2011, and (iii) submitted the *Substantial Completion* form on September 14, 2011.

Consequently, MDEQ approves DAC's completion of the *Storm-water Improvements Project* performed under the Contract. **The Department has directed U.S. Bank to pay DAC and GWE** from the landfill FA trust fund (see attached).

The Department approved the *Change Order* on August 31, 2011, and inspected improvements of the ponds and drainage at the facility on September 8, 2011. Great West Engineering (Stephanie Reinig, P.E.) certified the completion of all work according to the approved plans and specifications on September 13, 2011. In completing this project, DAC performed modifications that control the outflow of storm water from the upper detention ponds to the downstream coulee according to the *Project Manual* submitted by GWE on May 24, 2011, and approved by the MDEQ on June 6, 2011.

We thank you and Great West for your excellent work to rapidly complete this project on a tight schedule. If you have any questions or comments, please contact me for assistance at the Permitting and Compliance Division: Voice 406.444.4725 or email tstepp@mt.gov.

Sincerely,

Tim Stepp
Solid Waste Program
Waste & Underground Tank Management Bureau

Encl: Copy of letter to U.S. Bank directing payments, Change Order & Substantial Completion forms
Cc: Stephanie Reinig, Great West Engineering, P.O. Box 4817, Helena, MT 59604
Marvin & Sandy Mintyala, 1265 Elm St. #34, Clarkston, WA 99403-2374
Vickie Woodrow, Contracts, MDEQ Fiscal

File: **Lic #302** Fergus County/ Mister M Class II/Closure
Path: G:\WUT\SWs\engineering\FERGUS\Mr M\MrM-SWproj-MDEQcontract-512032-FinalApprov-100711.docx

MAILED
11-11-11

Division of Environmental Quality
Robert H. O'Connell, Director

Montana Department of Environmental Quality



1000 N. 17th Avenue • Helena, MT 59611-2001 • (406) 441-2001 • www.mdeq.mt.gov

October 7, 2011

Mr. Tomlinson
Division of Environmental
Quality
1000 N. 17th Avenue
Helena, MT 59611-2001

RE: STATE-TO-STATE WATER CONTROL AGREEMENT
State of Montana (State) and State of Idaho (Idaho)

Dear Mr. Tomlinson:

The Department of Environmental Quality (DEQ) is pleased to have the State of Montana (State) and the State of Idaho (Idaho) agree to a water control agreement. This agreement was submitted by the Idaho Commission on Water Resources (ICWR) on October 4, 2011, for a water control order. DEQ is pleased to have the State of Montana (State) and the State of Idaho (Idaho) agree to a water control agreement. This agreement was submitted by the Idaho Commission on Water Resources (ICWR) on October 4, 2011, for a water control order. DEQ is pleased to have the State of Montana (State) and the State of Idaho (Idaho) agree to a water control agreement. This agreement was submitted by the Idaho Commission on Water Resources (ICWR) on October 4, 2011, for a water control order.

Consequently, DEQ is pleased to have the State of Montana (State) and the State of Idaho (Idaho) agree to a water control agreement. This agreement was submitted by the Idaho Commission on Water Resources (ICWR) on October 4, 2011, for a water control order. DEQ is pleased to have the State of Montana (State) and the State of Idaho (Idaho) agree to a water control agreement. This agreement was submitted by the Idaho Commission on Water Resources (ICWR) on October 4, 2011, for a water control order.

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We thank you for your interest in this project. We will be in contact with you regarding the project in the future. We will be in contact with you regarding the project in the future. We will be in contact with you regarding the project in the future.

Sincerely,
Tomlinson
Division of Environmental
Quality
1000 N. 17th Avenue
Helena, MT 59611-2001

For more information, please contact the Division of Environmental Quality at (406) 441-2001. For more information, please contact the Division of Environmental Quality at (406) 441-2001. For more information, please contact the Division of Environmental Quality at (406) 441-2001.

The Department of Environmental Quality (DEQ) is pleased to have the State of Montana (State) and the State of Idaho (Idaho) agree to a water control agreement. This agreement was submitted by the Idaho Commission on Water Resources (ICWR) on October 4, 2011, for a water control order.

SEP 14 2011

Certificate of Substantial Completion

Dept. of Environment & Natural Resources
Waste & Underground
Tank Management Bureau

Project: Mr M Landfill Drainage Improvements

Owner: Montana DEQ

Owner's Contract No.:

Contract: Mr M Landfill Drainage Improvements

Engineer's Project No.: 1-10204

This ~~tentative~~ [definitive] Certificate of Substantial Completion applies to:☒ All Work under the Contract Documents: ☐ The following specified portions of the Work:

August 31, 2011

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~tentative~~ [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities☒ Not Amended

Owner's Amended Responsibilities:

N/A

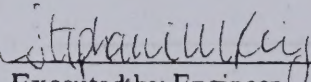
Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

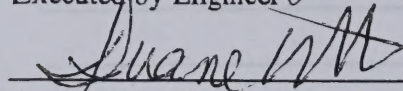
N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.


Executed by Engineer

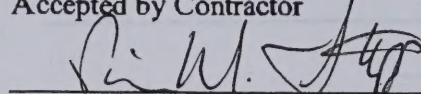
9/13/2011

Date


Accepted by Contractor

9/13/2011

Date


Accepted by Owner

9/14/2011

Date

RECEIVED

SEP 02 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU**Change Order**No. 1

Date of Issuance: 08/30/2011

Effective Date: 08/30/2011

Project Mr. M Landfill	Owner:	Owner's Contract No.:
Contract:	Date of Contract: 08/19/2011	
Contractor: Do-All Construction	Engineer's Project No.: 512032	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to MDT and Fergus County changing alignment of Boyd Creek Rd within the year, the culverts are not needed for this project. MDT will be installing a new culvert beneath Boyd Creek Rd within the year. Bury the power cable at 36 inches under ditch grade.

Attachments (list documents supporting change):**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$46,740.00

[Increase] [Decrease] from previously approved
Change Orders No. NA to No. NA:

\$

Contract Price prior to this Change Order:

\$46,740.00

[Increase] [Decrease] of this Change Order:

\$ 6900⁰⁰

Contract Price incorporating this Change Order:

\$ 39,840⁰⁰**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:By: [Signature]
Engineer (Authorized Signature)Date: 8/2/2011

Approved by Funding Agency (if applicable):

[Signature]**ACCEPTED:**By: [Signature]
Owner (Authorized Signature)Date: 8/31/11 (ORZLF)
email**ACCEPTED:**By: [Signature]
Contractor (Authorized Signature)Date: 8/31/2011Date: 09/07/11

RECEIVED

Change Order

1001

DATE OF ORDER 02/03/01

Project: Mr. M. [illegible]

Date of Contract: 02/03/01

Contract: [illegible]

Project: [illegible]

The Contract is hereby amended as follows:

1. [illegible]

2. [illegible]

3. [illegible]

CHANGE IN CONTRACT PRICE

Original Contract Price: [illegible]

Change Order Price: [illegible]

Net Change: [illegible]

Original Contract Price: [illegible]

Change Order Price: [illegible]

Net Change: [illegible]

Original Contract Price: [illegible]

Change Order Price: [illegible]

Net Change: [illegible]

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Original Contract Price: [illegible]

Change Order Price: [illegible]

Net Change: [illegible]

Original Contract Price: [illegible]

Change Order Price: [illegible]

Net Change: [illegible]

Original Contract Price: [illegible]

Correspondence Slip

Project ID:

#30.2

Requested:

10/5/11

Needed By:

10/7/11

Originator:

T. Stepp

Org(s)/Mail Code:

REVIEW
ROUTING

Name

Task

Initial/Date

Admin

Janz

Proof

JH 10-5-11

Mary H.

Bruce M.

Rick T.

MLH 10-6-11

R1 10-7-11

R1 10-7-11

Mail original via:

☒ Regular ☐ Certified ☐ Registered ☐ FedEx

Fax to addressee at:

Proof Path: G:\WUT\

Special Instructions:

Please copy & file per footer.

Copy Ts.

Thx.

Mail copy of enclosures
to CC's? ☒ Y ☐ NCopies of enclosures
for file needed? ☒ Y ☐ NCopy of letter for file
needed? ☒ Y ☐ N



Final

OCT 03 2011		Application Period:	August 23, 2011 - September 3, 2011	Application Date:	December 4, 2009 Oct 4, 2011
Owner:	Montana DEQ DEPT. OF ENVIRONMENTAL QUALITY WASTE AND LAND TANK BUREAU	Contractor:	Do-All Construction	Engineer:	Great West Engineering
Project:	Mr M Landfill Drainage Improvements (#512032)	Date of Contract:	August 23, 2011	Engineer's Project No.:	10204

Contract Change Order Summary

Number	Approval Date	Amount	
		Additions	Deductions
1	31-Aug-11		\$6,900.00
TOTALS			\$6,900.00
NET CHANGE		-\$6,900.00	

- | | | |
|---|----|-------------------------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$46,740.00 |
| 2. Net change by Change Orders..... | \$ | <u>-56,900.00</u> |
| 3. CURRENT CONTRACT PRICE (Line 1 + 2)..... | \$ | \$39,840.00 |
| 4. Work Completed to Date..... | \$ | \$39,840.00 |
| 5. Stored Materials..... | \$ | |
| 6. SUBTOTAL (Lines 4 + 5)..... | \$ | \$39,840.00 |
| 7. Retainage (Line 6 x 5%)..... | \$ | |
| 8. PREVIOUS PAYMENTS (Line 9 from prior Application)..... | \$ | |
| 9. GROSS AMOUNT DUE (Line 6 - 7 - 8)..... | \$ | \$39,840.00 |
| 10. 1% MT Gross Receipts Tax (1% x Line 8)..... | \$ | <u>\$398.40</u> |
| 11. Unscheduled Employment of the Engineer | \$ | |
| NET AMOUNT DUE THIS APPLICATION (Line 9 - 10 - 11)..... | \$ | <u>\$39,441.60</u> |

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: DQ ALL Construction

By: Shono Mh

Date: 10/4/2011

APPROVED BY OWNER

Owner: Montez DEO - SWP

By: LT H. J. J. - Proj. Manager

Date: 10/5/11

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Great West Engineering, Inc.

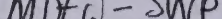
By: see letter dated ~~8/13~~ 9/13/11

Date: _____

ACCEPTED BY AGENCY

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

view and acceptance of this estimate does not attest to the correctness of the
 is shown or that the work has been performed in accordance with the contract
 nts.

By: 

Title: MDEW-SWP Engineer & PM

Date: 10/5/11



PO Box 4817
2501 Belt View Drive
Helena, MT 59604
PHONE: 406.449.8627

COPY

Montana Department of Environmental Quality
Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Invoice number 8880
Date 09/19/2011

Project **1-10204 Mr. M Landfill**

Professional Services from August 21, 2011 through September 17, 2011

Task Order #2 Mr. M Landfill Design Plan

Professional Fees

	Hours	Rate	Billed Amount
Senior CADD Operator/Designer	1.00	88.00	88.00
Engineer 2	24.00	88.00	2,112.00
Project Manager 4	1.25	136.00	170.00
Clerical Support	0.25	49.00	12.25
Reimbursables			
	Units	Rate	Billed Amount
Miles	443.00	0.65	287.95
Phase subtotal			2,670.20
Invoice total			2,670.20

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
61-12 TASK ORDER #2 MR. M LANDFILL DESIGN PLAN	13,500.00	10,786.95	13,457.15	2,670.20
Total	13,500.00	10,786.95	13,457.15	2,670.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
8798	08/25/2011	1,412.70	1,412.70				
8880	09/19/2011	2,670.20	2,670.20				
Total		4,082.90	4,082.90	0.00	0.00	0.00	0.00

Approved by:

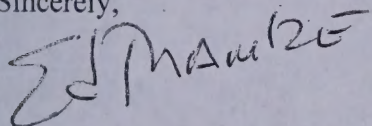
Robert E. Church

Ms. Judy Staudermann
Page 2 of 2
October 7, 2011

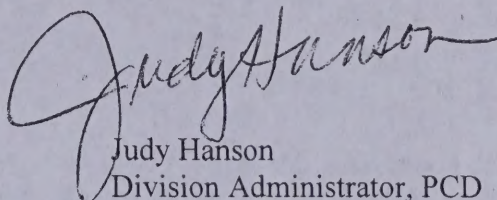
If you have any questions or need additional information, please contact Tim Stepp at the Permitting and Compliance Division (PCD), Waste and Underground Tank Management Bureau (WUTMB), Solid Waste Program, (406) 444-4725 or e-mail tstepp@mt.gov.

Thank you.

Sincerely,



Ed Thamke
Bureau Chief, WUTMB

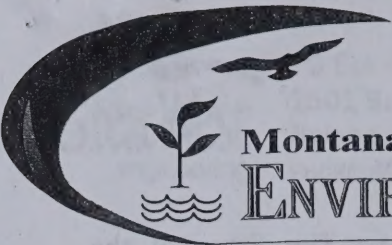


Judy Hanson
Division Administrator, PCD

Encl: Invoice, Great West Engineering
Request for Final Payment, Do-All Construction

Cc: Tim Stepp, DEQ Solid Waste Program

File: Lic. #302/Fergus Co/Mr. M Class II Landfill/FA
Path: G:\WUT\SWS\FA\FERGUS\MisterM\TrustFundPayout-DEQContracts511019&512032-10711.docx



Montana Department of
ENVIRONMENTAL QUALITY

MAILED
10-7-11 *Sh*

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

October 7, 2011

Ms. Judy Staudermann
U.S. BANK - INSTITUTIONAL TRUST & CUSTODY
Mail Code EX-FL-WWSJ
225 Water Street, Suite 700
Jacksonville, FL 32202

RE: MR. M DISPOSAL INC. TRUST ACCOUNT No. 2695000078

Dear Ms. Staudermann:

Pursuant to §§ 5 and 15 of the trust agreement for the above noted facility, you are authorized to make payments for completion of the *Stormwater Improvement Project* at the Mr. M Class II Landfill (License #302) in Lewistown, Fergus County, Montana. Payment authorization is provided herein according to the most recent certified signature list submitted to you by the Department.

Enclosed are copies of two contract invoices:

#8448 -Project number 1-10204, MDEQ Contract #511019, *Engineering certified 9/14/2011*
Great West Engineering, P.O. Box 4817, Helena, MT 59604

Request for Final Payment – MDEQ Contract #512032, *Substantial completion 9/13/2011*
Do-All Construction, 440 Bach Street, Lewistown, MT 59457-3203

The Department directs U.S. Bank to pay as follows:

\$4,082.90	Great West Engineering
\$39,840.00	Do-All Construction

Please mail each check to the address listed and refer to the invoice, project, and contract numbers noted above for each recipient.

Please provide written notification of these payments to:

Mr. Rick Thompson
Permitting and Compliance Division
WUTMB-SWP
Department of Environmental Quality
PO Box 200901
Helena, MT 59620-0901

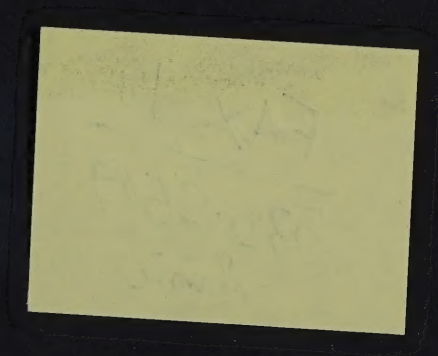
DOR Legal
advised



no gross receipts tax
on this style contract

1. The first part of the paper is devoted to a general discussion of the problem of the existence of a solution of the system of equations (1) for arbitrary values of the parameters α and β . It is shown that the system of equations (1) has a solution for arbitrary values of the parameters α and β if and only if the condition $\alpha + \beta = 1$ is satisfied. This condition is also necessary for the existence of a solution of the system of equations (1) for arbitrary values of the parameters α and β .

Page 1 of 4



FAX to

530.2509
Annie

DO-ALL CONSTRUCTION

440 BACH STREET
LEWISTOWN, MT 59457

FACIMILE COVER LETTER

The information contained in this fax is confidential. If the reader is not the intended recipient or agent thereof, you are hereby notified that any dissemination, distribution or copy of this fax is strictly prohibited. If you have received this fax in error, please notify us immediately and return the original fax to us by mail at our expense. Thank you.

Please deliver the following pages immediately upon receipt to:

NAME: Tim Stepp

FROM: Annie Oth

DATE: 10/4/2011 TOTAL PAGES 2

TIME: 3:47pm SUBJECT Contractors payment form

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL US ACK AS SOON AS POSSIBLE.

TELEPHONE:

OFFICE: (406) 538-2509

HOME: (406) 538-4952

FAX: (406) 538-2509

Tim,
Hello.

10/4/2011

Correction!! There are no stocking fees, Stephanie redid the contractor's application for payment form. I'll fax this and send it to you by mail tonight. Please call if you have any questions. Thank you Annie

Final

Owner:	Montana DEQ	Application Period:	August 23, 2011 - September 3, 2011	Application Date:	December 3, 2009
Project:	Mr M Landfill Drainage Improvements	Contractor:	Do-All Construction	Engineer:	Great West Engineering
		Date of Contract:	August 23, 2011	Engineer's Project No.:	10204

Contract Change Order Summary			
Number	Approval Date	Additions	Deductions
1	31-Aug-11		\$6,900.00
TOTALS			\$6,900.00
NET CHANGE		-\$6,900.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$46,740.00
2. Net change by Change Orders.....	\$	\$6,900.00
3. CURRENT CONTRACT PRICE (Line 1 + 2).....	\$	\$39,840.00
4. Work Completed to Date.....	\$	\$39,840.00
5. Stored Materials.....	\$	
6. SUBTOTAL (Lines 4 + 5).....	\$	\$39,840.00
7. Retainage (Line 6 x 5%).....	\$	
8. PREVIOUS PAYMENTS (Line 9 from prior Application).....	\$	
9. GROSS AMOUNT DUE (Line 6 - 7 - 8).....	\$	\$39,840.00
10. 1% MT Gross Receipts Tax (1% x Line 8).....	\$	\$398.40
11. Unscheduled Employment of the Engineer.....	\$	
NET AMOUNT DUE THIS APPLICATION (Line 9 - 10 - 11).....	\$	\$39,441.60

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances), and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Great West Engineering, Inc.

By:

Comptroller

By:

Date:

APPROVED BY OWNER

Owner:

By:

Date:

ACCEPTED BY AGENCY

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By

Title:

Date: _____



PO Box 4817
2501 Belt View Drive
Helena, MT 59604

PHONE: 406.449.8627
FAX: 406.449.8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Tim Stepp Date: September 29, 2011
Of: MT DEQ – Solid Waste Regulatory Project: MR M Landfill Drainage
Program Improvements
Address: PO Box 200901 Project No.: 1-10204
Helena, MT 59620-0901 Subject: Pay Request
Phone: 406-444-4725 Fax:

We transmit: ☐ As requested ☒ Attached ☐ Under separate cover
Via: ☒ Mail ☐ e-Mail ☐ Courier ☐ Overnight delivery ☐ Fax

# of Copies	Description
1	Payment Request

Our action: ☒ Reviewed ☐ Not approved ☐ Approved ☐ See remarks
Action requested: ☐ Review and comment ☐ Approve / Accept
☐ Make corrections noted ☐ Revise and resubmit
☒ For your information and use

Remarks:

From: Stephanie Reinig, PE e-mail address: sreinig@greatwesteng.com
Phone: 495-6191 cc: file

If enclosures are not as noted, please notify the sender immediately.

from FS
RECEIVED

OCT - 3 2011

Dept. of Enviro. Quality
Waste & Underground
Tank Management Bureau

Contractor's Application for Payment No.

Final

Owner:	Montana DEQ	Application Period:	August 23, 2011 - September 3, 2011	Application Date:	December 3, 2009
Project:	Mr M Landfill Drainage Improvements	Contractor:	Do-All Construction	Engineer:	Great West Engineering
		Date of Contract:	August 23, 2011	Engineer's Project No.:	10204

Contract Change Order Summary

Number	Approval Date	Amount	
		Additions	Deductions
1	31-Aug-11		\$6,900.00
TOTALS			\$6,900.00
NET CHANGE		-\$6,900.00	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: DO-ALL Construction

By: Diane Otho

Date: 9/8/2011

APPROVED BY OWNER

Owner: Diare Otto

By: Diane Otto

Date: 9/8/2011

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Great West Engineering, Inc.

By: Stephan Wdkey

Date: 9/8/2011

ACCEPTED BY AGENCY

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By:

RECEIVED

Title:

OCT 03 2011

Date:

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

THANK YOU FOR YOUR
WASTE MANAGEMENT
SERVICES

SEP 12 2011

RECEIVED

*Jim
Steph*

just
RECEIVED

SEP 12 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU



COPY

PO Box 4817
2501 Belt View Drive
Helena, MT 59604

PHONE: 406.449.8627
FAX: 406.449.8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Tim Stepp Date: September 29, 2011
Of: MT DEQ – Solid Waste Regulatory Project: MR M Landfill Drainage
Program
Address: PO Box 200901 Project No.: 1-10204
Helena, MT 59620-0901 Subject: Pay Request
Phone: 406-444-4725 Fax:

We transmit: ☐ As requested ☒ Attached ☐ Under separate cover
Via: ☒ Mail ☐ e-Mail ☐ Courier ☐ Overnight delivery ☐ Fax

# of Copies	Description
1	Payment Request

Our action: ☒ Reviewed ☐ Not approved ☐ Approved ☐ See remarks
Action requested: ☐ Review and comment ☐ Approve / Accept
☐ Make corrections noted ☐ Revise and resubmit
☒ For your information and use

Remarks:

From: Stephanie Reinig, PE e-mail address: sreinig@greatwesteng.com
Phone: 495-6191 cc: file

If enclosures are not as noted, please notify the sender immediately.

RECEIVED

OCT - 3 2011

Dept. of Enviro. Quality
Waste & Underground
Tank Management Bureau

Contractor's Application for Payment No.

Final

		Application Period:	August 23, 2011 - September 3, 2011	Application Date:	December 3, 2009
Owner:	Montana DEQ	Contractor:	Do-All Construction	Engineer:	Great West Engineering
Project:	Mr M Landfill Drainage Improvements	Date of Contract:	August 23, 2011	Engineer's Project No.:	10204

Contract Change Order Summary

Number	Approval Date	Amount		
		Additions	Deductions	
1	31-Aug-11		\$6,900.00	1. ORIGINAL CONTRACT PRICE..... \$ <u>\$48,240.00</u>
				2. Net change by Change Orders..... \$ <u>-\$6,900.00</u>
				3. CURRENT CONTRACT PRICE (Line 1 + 2)..... \$ <u>\$41,340.00</u>
				4. Work Completed to Date..... \$ <u>\$39,840.00</u>
				5. Stored Materials..... \$ <u></u>
				6. SUBTOTAL (Lines 4 + 5)..... \$ <u>\$39,840.00</u>
				7. Retainage (Line 6 x 5%)..... \$ <u></u>
				8. PREVIOUS PAYMENTS (Line 9 from prior Application)..... \$ <u></u>
				9. GROSS AMOUNT DUE (Line 6 - 7 - 8)..... \$ <u>\$39,840.00</u>
				10. 1% MT Gross Receipts Tax (1% x Line 8)..... \$ <u>\$398.40</u>
				11. Unscheduled Employment of the Engineer \$ <u></u>
				NET AMOUNT DUE THIS APPLICATION (Line 9 - 10 -11)..... \$ <u>\$39,441.60</u>
	TOTALS		\$6,900.00	
	NET CHANGE		-\$6,900.00	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Do-All Construction
 By: Duane Otto
 Date: 9/8/2011

APPROVED BY OWNER

Owner: Duane Otto
 By: Duane Otto
 Date: 9/8/2011

ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Great West Engineering, Inc.

By: Stephanie Wilkey
 Date: 9/8/2011

ACCEPTED BY AGENCY

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By: _____
 Title: _____
 Date: _____

RECEIVED

OCT 03 2011

DEPT. OF ENVIRO. QUALITY
 WASTE & UNDERGROUND TANK
 MANAGEMENT BUREAU

Lim-
Steph

RECEIVED

SEP 12 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU



PO Box 4817
2501 Belt View Drive
Helena, MT 59604
PHONE: 406.449.8627

RECEIVED BY DEU
FINANCIAL SERVICES
2011 SEP 23 AM 9:19

Montana Department of Environmental Quality
Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Invoice number 8880
Date 09/19/2011
Project 1-10204 Mr. M Landfill

Professional Services from August 21, 2011 through September 17, 2011

Task Order #2 Mr. M Landfill Design Plan

Professional Fees

	Hours	Rate	Billed Amount
Senior CADD Operator/Designer	1.00	88.00	88.00
Engineer 2	24.00	88.00	2,112.00
Project Manager 4	1.25	136.00	170.00
Clerical Support	0.25	49.00	12.25
Reimbursables			

	Units	Rate	Billed Amount
Miles	443.00	0.65	287.95
Phase subtotal			2,670.20

Invoice total **2,670.20**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
61-12 TASK ORDER #2 MR. M LANDFILL DESIGN PLAN	13,500.00	10,786.95	13,457.15	2,670.20
Total	13,500.00	10,786.95	13,457.15	2,670.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
8798	08/25/2011	1,412.70	1,412.70				
8880	09/19/2011	2,670.20	2,670.20				
Total		4,082.90	4,082.90	0.00	0.00	0.00	0.00

Approved by:

Robert E. Church



PO Box 4817
2501 Belt View Drive
Helena, MT 59604
PHONE: 406.449.8627

Montana Department of Environmental Quality
Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Invoice number 8798
Date 08/25/2011

Project 1-10204 Mr. M Landfill

Professional Services from July 17, 2011 through August 20, 2011

Task Order #2 Mr. M Landfill Design Plan

Professional Fees

	Hours	Rate	Billed Amount
Engineer 2	10.50	88.00	924.00
Project Manager 4	1.50	136.00	204.00

Reimbursables

Miles	Units	Rate	Billed Amount
	438.00	0.65	284.70

Phase subtotal

1,412.70

Invoice total **1,412.70**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
61-12 TASK ORDER #2 MR. M LANDFILL DESIGN PLAN	13,500.00	9,374.25	10,786.95	1,412.70
Total	13,500.00	9,374.25	10,786.95	1,412.70

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
8798	08/25/2011	1,412.70	1,412.70				
	Total	1,412.70	1,412.70	0.00	0.00	0.00	0.00

Approved by:

Robert E. Church

RECEIVED
SEP 06 2011
Dept. of Environ. Qu.
Waste & Underground
Tank Management Bureau

Payments are due within 30 days of the invoice date. Thank you.



PO Box 4817
2501 Belt View Drive
Helena, MT 59604
PHONE: 406.449.8627

Montana Department of Environmental Quality
Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Invoice number 8798
Date 08/25/2011

Project 1-10204 Mr. M Landfill

Professional Services from July 17, 2011 through August 20, 2011

Task Order #2 Mr. M Landfill Design Plan

Professional Fees

	Hours	Rate	Billed Amount
Engineer 2	10.50	88.00	924.00
Project Manager 4	1.50	136.00	204.00

Reimbursables

	Units	Rate	Billed Amount
Miles	438.00	0.65	284.70
Phase subtotal			1,412.70

Invoice total **1,412.70**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
61-12 TASK ORDER #2 MR. M LANDFILL DESIGN PLAN	13,500.00	9,374.25	10,786.95	1,412.70
Total	13,500.00	9,374.25	10,786.95	1,412.70

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
8798	08/25/2011	1,412.70	1,412.70				
Total		1,412.70	1,412.70	0.00	0.00	0.00	0.00

Approved by:

Robert E. Church

RECEIVED

SEP 06 2011

Dept. of Environ. Qu.
Waste & Underground
Tank Management Bureau

B

SEP 14 2011

Certificate of Substantial Completion

Dept. of Environmental Quality
Waste & Underground
Tank Management Bureau

Project: Mr M Landfill Drainage Improvements

Owner: Montana DEQ

Owner's Contract No.:

Contract: Mr M Landfill Drainage Improvements

Engineer's Project No.: 1-10204

This ~~tentative~~ [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions of the Work:

August 31, 2011

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~tentative~~ [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

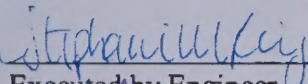
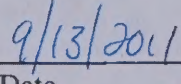
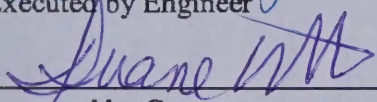
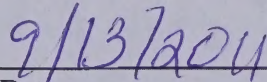
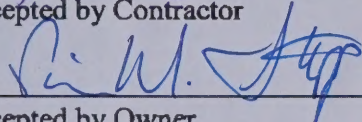
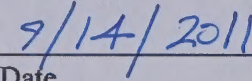
Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	 Date
 Accepted by Contractor	 Date
 Accepted by Owner	 Date

RECEIVED 81

SEP 02 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Change Order

No. 1

Date of Issuance: 08/30/2011

Effective Date: 08/30/2011

Project Mr. M Landfill	Owner:	Owner's Contract No.:
Contract:	Date of Contract: <u>08/19/2011</u>	
Contractor: Do-All Construction	Engineer's Project No.: <u>512032</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to MDT and Fergus County changing alignment of Boyd Creek Rd within the year, the culverts are not needed for this project. MDT will be installing a new culvert beneath Boyd Creek Rd within the year. Bury the power cable at 36 inches under ditch grade.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$46,740.00

[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA:

\$

Contract Price prior to this Change Order:

\$46,740.00

[Increase] [Decrease] of this Change Order:

\$ 6900⁰⁰

Contract Price incorporating this Change Order:

\$ 39,840⁰⁰

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 8/2/2011

Approved by Funding Agency (if applicable):

[Signature]

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

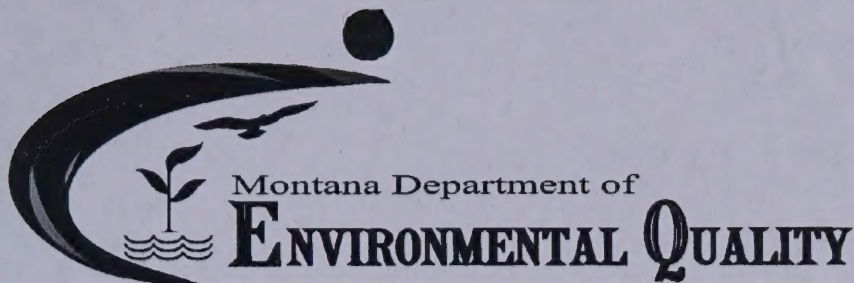
Date: 8/31/11 (08214 email)

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 8/31/2011

Date: 09/07/11



Montana Department of

ENVIRONMENTAL QUALITY

MEMO

Waste & Underground Tank Management Bureau

DATE: 8/19/2011
TO: Rick Thompson - Solid Waste Program
FROM: Tim Stepp
RE: **MR. M POND MODS - CONTRACT DEVELOPMENT CHRONOLOGY**

1/21/2008 Violation letter for inadequate post-closure care
10/5/2010 GWest submits report on pond leakage
1/6/2011 Request by Legal for consent by Marvin for entry
4/7/2011 Notice of inadequate storm water control
5/19/2011 Legal files motion for relief to enter and modify ponds
5/24/2011 Gwest submits draft plans and specs for pond repairs
6/6/2011 Met with Fiscal to discuss draft project & "hybrid" IFB contract
6/8/2011 Met with GWest to discuss potential mods to plans
6/14/2011 Received Order from Fergus Co Court authorizing entry to Mr. M
6/16/2011 SWP approves final construction plans & requests cost estimate for GWest to finish contract
6/21/2011 GWest bid arrives - too high therefore SWP moves to finish contract
6/25/2011 MDEQ Legal issued notice of intent for entry
6/21-7/1/11 Left phone messages for Fiscal requesting assistance or meeting
7/1/2011 Met with Fiscal and requested a boilerplate (BP) for IFB & SOW
7/12/2011 TS sent email to Rick noting bottleneck (no BP from Fiscal)
7/13/2011 SWP obtained "example" IFB from REM (no BP for general provisions)
7/14/2011 Met with Fiscal to discuss IFB mods for "hybrid" Contract & SOW
7/25/2011 SWP provides first draft of IFB & Contract/SOW general provisions
7/25/2011 SWP requests input on Fiscal's contribution to IFB & Contract
7/27/2011 SWP finalizes SOW edits based on comments by Fiscal
7/28/2011 Fiscal releases IFB & SWP contacts local Lewistown contractors
7/29/2011 SWP leads walk-through at Mr. M (7 contractors-6 sign for bidding)
8/5/2011 Written requests for info due (none received)
8/10/2011 Deadline for SWP answers to comments (none given)
8/17/2011 Bids due (two received)
8/19/2011 Contract awarded and accepted by DoAll Construction

COMMENTS: Hybrid contract (SWP landfill boilerplate/manual with separate contract to project engineer) caused some confusion. SWP moved forward on first draft without much input from Fiscal. But a hybrid is now available.

D+D Excavating

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Mr. M Landfill Stormwater Improvements
(Name of Project)

7 Boyd Creek Road, Lewistown, Montana, 59457
(Location)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Montana DEQ - Solid Waste Program
(Organization)

PO Box 200901
(Street; PO Box)

Helena MT 59620-0901
(City) (State) (Zip Code)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Special Provisions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Special Provisions as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - 1. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 4.02 The Bidder certifies that no official of the Owner, Engineer, or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.
- 4.03 Bidder represents that he has reviewed applicable State and federal laws, Civil Rights and tax requirements and will comply.

is actually \$55,400
per email = math
error = add Unit
Price \$ for total vs
Total Price column.
See email epd
08/18/11



ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

MR M LANDFILL STORMWATER IMPROVEMENTS BID SHEETS

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 4000.00	\$ 4000.00
2	24" CMP Culvert	200	LF	\$ 60.00	\$ 12000.00
3	Cut, Plug, and Abandon Existing Culvert	1	EA	\$ 400.00	\$ 400.00
4	Earthwork	1	LS	\$ 15000.00	\$ 15000.00
5	Rip Rap	1	LS	\$ 21000.00	\$ 21000.00
6	Seed and Fertilize	1	LS	\$ 3000.00	\$ 3000.00

TOTAL Bid Price (Base Bid)

43 460.00 \$ 43 460.00

(Figures)

**TOTAL Estimated
Base Bid Price**

\$ Forty Three Thousand Four Hundred Sixty
(Words) Dollar 5

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance the dates indicated in the Standard Form Contract.
- 6.02 Bidder accepts the provisions of the agreement as to liquidated damages and payments to Owner for additional Engineering services.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): D+D Enterprises of Lewistown LLC
DBA D+D Excavation

By: MJ DeBuff Marvin DeBuff
(Individual's signature)

Doing business as: D+D Excavation

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____

Date of Qualification to do business in Montana is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 90587 U.S. HWY 87

Lewistown, MT 59457

Phone No.: 406-350-2074

Fax No.: _____

E-mail: mdebuff@gmail.com

SUBMITTED on Aug 17, 2011

State Contractor License No.: Applied for [If applicable]

END OF SECTION

Woodrow, Vicki

From: Marv [mdebuff@gmail.com]
Sent: Thursday, August 18, 2011 12:34 PM
To: Woodrow, Vicki
Subject: Re: Mr. M Landfill Bid

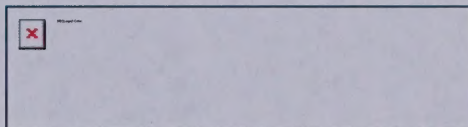
Vicki
Looks like I added the wrong column. Total should be \$55400.00
Thanks
Marv DeBuff

----- Original Message -----

From: [Woodrow, Vicki](#)
To: [Marv](#)
Sent: Thursday, August 18, 2011 12:14 PM
Subject: RE: Mr. M Landfill Bid

Per our phone conversation and your email, attached is the bid form submitted by your firm for IFB 512032,

Vicki Woodrow
Contracts Officer/Manager



Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

[Mission Statement](#) | [About Financial Services](#) | [Contact Us](#)

From: Marv [<mailto:mdebuff@gmail.com>]
Sent: Thursday, August 18, 2011 11:41 AM
To: Woodrow, Vicki
Subject: Re: Mr. M Landfill Bid

Vicki
Not sure where I made the error. I don't have a copy of my bid with me as I am traveling. Can you send it to me or call. Contractors registration can be ready by tomorrow night. 350-2074
Thanks
Marv DeBuff

----- Original Message -----

From: [Woodrow, Vicki](#)
To: [Marv](#)
Cc: [Stepp, Tim](#)
Sent: Thursday, August 18, 2011 10:01 AM
Subject: Mr. M Landfill Bid

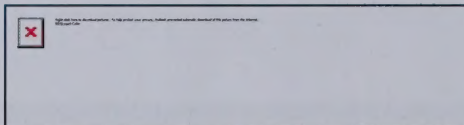
Dear Mr. DeBuff,

In reviewing the bid submitted by your firm, D & D Excavation, DEQ had the following questions.

1. The prices quoted for each line item exceed the total estimated base bid price of \$43,460. Is the estimated base bid price accurate?
2. You stated that you have applied for a state contractor license. Has that license been issued and if not, when do you expect it to be?

Please provide answers to these questions by 3:00 p.m. today. Thank you for your time.

Vicki Woodrow
Contracts Officer/Manager



Office of Financial Services
Department of Environmental Quality
PO Box 200901, Helena, MT 59620-0901

Phone: 406-444-3101

Fax: 406-444-1804

Email: vwoodrow@mt.gov

[Mission Statement](#) | [About Financial Services](#) | [Contact Us](#)



DEQ CONTRACT COVERSHEET

Date: 08/17/11

Contract No.: 512032	Task Order No.:	Modification No.:
*Federal Grant No.:	*Federal Catalog No.:	Mail Code: (Required) 53068

*Note: Federal Grant & Federal Catalog Numbers: Only required when federal funds are used. The numbers are found on the grant award document.

DUNS # (if required): 086054496	Active CCR (if required): Y ☒ N ☐
---------------------------------	--

Requestor & Procurement Information: (Complete all sections. Use Program only if a subdesignated section within a bureau and use acronyms or abbreviations to designate Program, Bureau & Division whenever possible)

Requestor: Tim Stepp (Contract/Project Manager) 444-4725 (Phone No) Program: Solid Waste

Return Documents To: Designated Contact Person for Program and OIT if Necessary as noted below

Bureau: WUTMB

Program: Kristen Dorris (Designated Contact) 444-5294 (Phone No)

Division: PCD

OIT (Designated Contact) (Phone No)

Contract Purpose: To implement stormwater improvements at the Mr. M Landfill

Procurement Justification: Formal Invitation for Bid #512032

Third-party trust fund
MDEQ-SWP

COPY

DB Dev/Upgrade/Maintenance/other IT (Note: All IT Contracts, SOWs & SOW Mods must be approved by OIT/BDB & DOA/ITSD. All IT Task Orders and Task Order Mods must be approved by OIT/BDB)	☐ Yes (If yes, Send to OIT/BDB)	ITPR Required ☐ Yes ☒ No	OIT/BDB Approval ITPR Approval Number
---	---	---	--

Contractor Information: (X the box for type of contractor.)

For Profit: ☐ Owner ☐ LLC ☐ Partnership ☐ Corp ☐ Non-Profit ☐ Education Entity ☐ Gov't Entity

Company: Do All Construction dba Do-All Dirt Movers

Address: 440 Bach Street

Address:

City/State/Zip: Lewistown, MT 59457-3203

Tax Id No.: 40-0520746

Signatory: Duane Otto

Title: Owner

Financial Information: (Complete areas that apply. For mods complete the modification section and change dates(s) & finance info as necessary.)

*Note: Organization Units: If you need additional space for ORG Nos. please use form: H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc & in the first ORG: box put "See Attached". Print both forms and staple together for routing.

Start Date: Upon Signature 8-19-11, End Date: 8/31/2011 ✓

Account Code: 62102

Organizational Units*	Fiscal Year: 2012	Fiscal Year:	Fiscal Year:
ORG: 575602 02157	Amount: \$46,740.00 ✓	Amount: \$	Amount: \$
ORG:	Amount: \$	Amount: \$	Amount: \$
ORG:	Amount: \$	Amount: \$	Amount: \$

TYPE OF MODIFICATION: ☐ Date Change **Contract Total (with mods): \$46,740.00**
Funding: ☐ Increase ☐ Decrease ☐ Other (Language | Terms & Conditions) Amount of change to funding: \$

☐ **Working Capital Advance*** (Working Capital Advances must be requested & justified in writing by Contractor.) Amount: \$

*Note: Financial Services enters advance budget in MTPi upon contract execution; the Division MUST request & authorize payment of the advance.

Bonds, Retainage, Withholding & Insurance Information: (Most contracts only require completion of the insurance & work comp sections. Construction change orders increasing costs requires increasing both the performance & L&M payment bonds) **Important Note:** Prior to work being performed DEQ MUST RECEIVE proof of insurance & work comp as well as "acceptable" originals of all required bonds and/or Letters of Credit!

Performance: ☐ Bond ☐ LOC No.	Amount: \$	Expires:
☐ Labor & Materials Payment Bond No.	Amount: \$	Expires:
☐ Retainage (\$ or %) 1 st Ret:	2 nd Ret:	☐ Withholding (% or \$):
Insurance: ☐ Liability (L) ☐ Auto (A) or ☐ L&A Combo ☐ Prof. EEO	Expires:	Work Comp Expires:

Legal and Division Approvals

DEQ Legal Counsel

8/19/11
Date

Bureau Chief / Authorizing Agent

8/19/11
Date

Division Fiscal Officer / Contracts Reviewer

8/19/11
Date

Division Administrator (ACRAC)

8/19/11
Date

8/19/11
Date

Financial Services Approvals

Contract Document Logged into FS

8/18/11
Date

FS Budget Analyst

8/22/11
Date

Contracts Officer

8/19/11
Date

Director Approval if Required (or Contract Mailed)

8/19/11
Date

COPY

Handwritten notes: 1000-1000-1000

Header section containing project details, dates, and contact information.

Section containing organizational information and project description.

Section containing financial information and budget details.

Section containing personnel information and organizational chart.

Section containing contract information and terms of service.

Section containing signatures, dates, and official stamps.

**DEQ CONTRACT NO. 512032
STANDARD FORM OF CONTRACT
LIMITED CONSTRUCTION WORK**

This CONTRACT is between the CONTRACTOR (as stated herein below) and the MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ").

WITNESSETH, that Contractor and DEQ for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK. Contractor shall perform the following work procured by Limited Solicitation and described as follows:

The Work will consist of, but is not necessarily limited to, providing all labor, equipment and incidentals necessary to perform Stormwater Control Improvements at Mr. M Landfill in accordance with the Limited Solicitation, the Standard Form of Contract, Limited Construction Work (including any attachments) and Attachment A Standard Terms and Conditions attached hereto and incorporated herein by reference.

This Contract consists of the Limited Solicitation, the Standard Form of Contract, Limited Construction Work Scope of Work, Standard Terms and Conditions and the Contractor's submitted Price Quote Form.

ARTICLE 2. TIME OF COMPLETION. Time is of the essence for this Contract. Construction will begin by August 22, 2011 and end by August 31, 2011.

ARTICLE 3. THE CONTRACT SUM. DEQ shall pay Contractor for the work performed based upon the lump sum bid as shown on the Price Quote Form (subject to additions and deletions by Change Order). The lump sum bid shall include mobilization and demobilization costs (including costs of insurance and bonding), loading and hauling materials from the staging area, and any miscellaneous costs incidental to the work.

All costs in connection with the work, including, but not limited to, the furnishing equipment, tools, supplies, and providing all necessary labor and supervision to fully complete the work, shall be included in the lump sum price bid. No item that is required for the proper and successful completion of the work will be paid for outside or in addition to the lump sum price bid.

ARTICLE 4. PROGRESS PAYMENTS. No Progress Payments will be made under this Contract.

ARTICLE 5. FINAL PAYMENT. Final payment shall be paid by DEQ to Contractor in accordance with the time periods specified by state law, when: 1) the work has been completed to DEQ's satisfaction and 2) the Contract is fully performed.

ARTICLE 6. JURISDICTION AND VENUE. The laws of Montana govern this Contract. The parties agree that any litigation concerning this contract, unless the parties agree to arbitration or mediation, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and the parties consent to personal jurisdiction, subject matter jurisdiction, and venue in that court. Each party shall pay its own costs and attorney fees.

ARTICLE 7. MISCELLANEOUS.

1. Taxes/Permits/Fees. Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees and comply with all laws, ordinances, rules, regulations and lawful orders bearing on the performance of the work.

2. Labor/Materials Equipment. Unless otherwise specified, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction and services for the

proper execution and completion of the work. Unless otherwise specified, all material and equipment provided shall be in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.

3. Indemnification and Insurance. Contractor shall maintain for the duration of the contract, at its cost and expense, insurance at the limits and types required by DEQ for this Contract, against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, its agents, employees, representatives, assigns, or subcontractors.

a. Hold Harmless and Indemnification: Contractor agrees to protect, defend, and save the DEQ, its officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of services or work performed or omission of services or work performed or in any way resulting from the acts, negligent or otherwise, or omissions of Contractor, its agents, employees, assigns, and/or subcontractors under this Contract.

b. Contractor's Insurance: Insurance required under all sections herein shall be in effect for the duration of the contract. Insurance required herein shall be provided by insurance policies issued only by companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor shall commence work under this Contract until all required insurance has been obtained and proof of insurance, in the form of certificates of insurance satisfactory to DEQ, have been delivered to DEQ.

c. Contractor shall carry Workers' Compensation Insurance, maintained at the limits required by statute. Such Workers' Compensation Insurance shall protect Contractor from claims made by his own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by Contractor or Subcontractor. Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.

d. Contractor shall carry occurrence coverage Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability: \$100,000 per occurrence; aggregate limit of \$300,000.

i. The Commercial General Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the work under this Contract, or operations incidental thereto, whether such work and operations be by Contractor or by Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractor, or by anyone for whose acts any of them may be liable.

ii. Contractor's liability insurance policies shall list DEQ as additional insured.

iii. Contractor's insurance coverage shall be PRIMARY insurance with respect to DEQ, its officers, elected and appointed officials, employees and agents. Any insurance or self insurance maintained by the state, its officers, elected and appointed officials, employees and agents shall be excess of the Contractor's insurance and shall not be attributable to it.

e. The insurance required under this Contract shall not be cancelled or materially changed unless Contractor provides at least thirty (30) days prior written notice to DEQ.

4. Construction Contractor Registration. If Contractor is a "construction contractor" as defined in 39-9-102, Contractor must register with the Department of Labor & Industry under 39-9-201 and 39-9-204, MCA, PRIOR to the Contract being executed by the State of Montana for all projects greater than \$2,500.00 and a copy of the registration certificate must be provided to DEQ.

5. Gross Receipts Tax. In compliance with 15-50-206, MCA, 1% of Contractor's gross receipts will be withheld from all payments due for Contracts over \$5,000.

6. Equal Employment Opportunity. All hiring and other employment practices shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

7. Record Keeping. Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to DEQ, the Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Contractor shall keep accounting records for a period of three years after completion and acceptance of the project by DEQ.

8. Montana Prevailing Wage Rate Requirements. Contractor must comply with the requirements for payment of wages set out in Title 18, Chapter 2, Part 4, MCA. The rates applicable to this project will generally be the rates specified for heavy and highway construction applicable to Fergus County as described in Attachment B. The current Montana Prevailing Wage Book(s) may be downloaded from the State of Montana's website at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information/current-prevailing-wage-rates.html>. Contractor agrees to pay required wage rates and comply with all other legal requirements for fringe benefits, hours and working conditions. Bidder should, if uncertain of legal requirements or applicable rates for this project or certain categories of workers, seek clarification from the Montana Department of Labor and Industry (phone 406-444-5600 / email <http://erd.dli.mt.gov/laborstandard/wagehrprevail.asp>).

9. Weed Control. To prevent the spread of noxious weeds into the project area, all equipment and vehicles including wheels, tracks, undercarriages, fenders, blades and buckets shall be cleaned with high-pressure water before mobilizing to the site. Driving equipment through weedy areas on or near the site is forbidden, and a penalty of five hundred dollars (\$500) per occurrence will be charged to Contractor.

10. Independent Contractor. Contractor shall have the status of an independent contractor for this project. As such, Contractor is responsible for the means, methods, techniques, sequences and procedures of construction to meet the project specifications, including the safety precautions incident thereto. Contractor is also responsible for establishing the standards of safety for its employees, subcontractors, and invitees.

11. Bonding Requirements. No performance or payment bonds will be required for this Contract. However, DEQ may withhold \$1,000 from amounts due and owing Contractor per Section 18-2-404(2) to secure the faithful performance of the work and payment of all of Contractor's obligations under this Contract. DEQ may use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work.

ARTICLE 8. MODIFICATIONS. This Contract may not be enlarged, modified, or altered except by a written modification (Change Order) signed by DEQ and Contractor and attached to the original of this Contract. No handwritten change, addition or erasure of any printed portion of this Contract shall be valid or binding upon either party.

ARTICLE 9. TERMINATION. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon termination for default, the parties shall have such rights and remedies as each would have against the other at law or in equity under the statutes, rules, and case law of the State of Montana. DEQ and Contractor agree that in the event either of them incurs any legal costs or attorneys' fees whatsoever, each party shall pay its own legal costs and attorneys' fees.

This Contract may be terminated in whole or in part in writing, by the DEQ for its convenience, provided that the Contractor is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with DEQ prior to termination.

Upon termination for DEQ's convenience, Contractor shall be entitled to payment in accordance with this Contract for work performed by Contractor during the period prior to the effective date of termination. Partial payment on account of unit price work will be based on the number of units completed. Payment on account of lump sum work will be based on DEQ's determination of the percentage of lump sum work completed. In the absence of an express written agreement, DEQ shall not pay Contractor on account of materials delivered and suitably stored on the site, but not yet incorporated into the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The Agreement shall be effective only after signature of both parties and the effective date of this agreement shall be the later of the dates of signature.

CONTRACTOR:

DO-ALL CONSTRUCTION

DUANE OTTO

440 Bach Avenue
Lewistown, MT 59457

Date _____

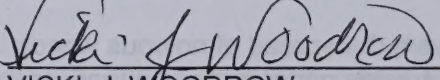
Taxpayer's I.D. No. 81-0520746

Contractor's Registration
Certificate No. 13117

DUNNS No. 086054496

OWNER:

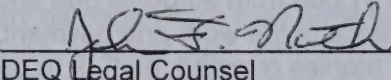
STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY


VICKI J. WOODROW

Contracts Officer
Financial Services
Metcalf Building
1520 E. Sixth Avenue, P.O. Box 200901
Helena, MT 59620-0901

Date 08/19/11

Approved for Legal Content:


DEQ Legal Counsel

Date 8/19/11

This Contract may be terminated in whole or in part in writing, by the DEQ for its convenience, provided that the Contractor is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with DEQ prior to termination.

Upon termination for DEQ's convenience, Contractor shall be entitled to payment in accordance with this Contract for work performed by Contractor during the period prior to the effective date of termination. Partial payment on account of unit price work will be based on the number of units completed. Payment on account of lump sum work will be based on DEQ's determination of the percentage of lump sum work completed. In the absence of an express written agreement, DEQ shall not pay Contractor on account of materials delivered and suitably stored on the site, but not yet incorporated into the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The Agreement shall be effective only after signature of both parties and the effective date of this agreement shall be the later of the dates of signature.

CONTRACTOR:

OWNER:

DO-ALL CONSTRUCTION

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Duane Otto
DUANE OTTO
440 Bach Avenue
Lewistown, MT 59457

Vicki J. Woodrow
VICKI J. WOODROW
Contracts Officer
Financial Services
Metcalf Building
1520 E. Sixth Avenue, P.O. Box 200901
Helena, MT 59620-0901

Date 8-29-2012

Date 08/19/11

Taxpayer's I.D. No. 81-0520746

Contractor's Registration
Certificate No. 13117

Approved for Legal Content:

DUNNS No. 086054496

Jo F. Nash
DEQ Legal Counsel

Date 8/19/11

Upon receipt of the contract, the contractor shall be required to pay to the State of Montana, the amount of the contract, less the amount of the advance payment, within the time specified in the contract. The contractor shall also be required to pay to the State of Montana, the amount of the contract, less the amount of the advance payment, within the time specified in the contract. The contractor shall also be required to pay to the State of Montana, the amount of the contract, less the amount of the advance payment, within the time specified in the contract.

IN WITNESS WHEREOF, the State of Montana, by its duly authorized officers, has hereunto set its hand and seal of office, this 1st day of January, 1960.

CONTRACTOR	OWNER	NOTARY PUBLIC
DUANE OTTO	OTTO BRAND	OTTO BRAND
440 East Avenue	440 East Avenue	440 East Avenue
Lawson, MT 59457	Lawson, MT 59457	Lawson, MT 59457
Date: 8-22-60	Date: 8-22-60	Date: 8-22-60
Inspector's ID No. 81-023745	Inspector's ID No. 81-023745	Inspector's ID No. 81-023745
Contractor's Registration	Contractor's Registration	Contractor's Registration
Contract No. 1717	Contract No. 1717	Contract No. 1717
DUNS NO. 0305482	DUNS NO. 0305482	DUNS NO. 0305482
Approved for Legal Contract	Approved for Legal Contract	Approved for Legal Contract
DEPT. OF MONTANA	DEPT. OF MONTANA	DEPT. OF MONTANA
1000 1st Avenue, P.O. Box 30030	1000 1st Avenue, P.O. Box 30030	1000 1st Avenue, P.O. Box 30030
Helena, MT 59620-0901	Helena, MT 59620-0901	Helena, MT 59620-0901

Attachment A – Standard Form of Contract

Standard Terms and Conditions

QUALIFICATIONS

Owner shall evaluate the qualifications of each prospective Bidder to determine if he or she is a "responsible bidder," a person fully capable in all respects to perform the contract requirements and with the integrity and reliability which assures good faith performance. No contract will be awarded to a "nonresponsible bidder."

CONTRACT AWARD

Owner intends to award this contract to the lowest responsive and responsible Bidder. Section 18-1-102, MCA.

BID CANCELLATION / REJECTION OF BIDS

An invitation for bids or other solicitation may be canceled or any or all bids may be rejected in whole or in part when it is in the best interests of the State of Montana.

PROTEST PROCEDURE

Bidders may protest a solicitation or award of a contract determined to be in violation of law. The protest must be in writing and explain in detail all of the protester's objections. A protest involving the solicitation or award of a contract shall under the terms of this solicitation follow the provisions of Section 18-4-242, MCA. Owner is under no obligation to delay, halt or modify the procurement process due to a protest.

VENUE

Any claim or dispute arising out of an express contract entered into with the State of Montana shall be governed by the laws of Montana. The parties agree that any litigation concerning such claim or dispute must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorneys fees.

CONTRACT TERMINATION

Owner shall have the absolute right to terminate the contract in whole or in part pursuant to Standard Form of Contract for Limited Construction and the terms of the Limited Solicitation.

CONTRACT REFERENCE

The DEQ Contract number shall be referred to on all invoices, pay requests, contract forms, correspondence and any other documents relating to the Work to be done under the contract.

ASSIGNMENT, TRANSFER & SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Owner.

CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications shall be granted without Owner's prior written consent. Supplies delivered which do not conform to the contract documents may be rejected and returned at Contractor's expense.

UNAVAILABILITY OF FUNDING

Owner at its sole discretion may terminate or reduce the scope of the contract if available funding is reduced or is otherwise for any reason not available.

COLLUSION PROHIBITED

The Bidder's signature on its bid guarantees the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

DELIVERY/SHIPPING

Unless otherwise specified in the contract documents, all supplies shall be shipped prepaid, F.O.B. destination to the site of the Work.

Montana Prevailing Wage Determinations

MONTANA PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION 2011

Effective: January 27, 2011

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM) 24.17.501(4) – (4)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100001 Modification No.8 have been adopted by the Montana Department of Labor and Industry for use in Heavy Construction projects and are included in this publication. These rates apply statewide or as shown in MT100001 Modification No. 8.

C. Definition of Public Works Contracts

Montana Code Annotated, section 18-2-401(1)(a), defines “public works contract” as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are *"performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

J. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

**MONTANA STATEWIDE PREVAILING
DAVIS-BACON**

Effective: January 27, 2011

HEAVY CONSTRUCTION WAGE RATES

General Wage Determinations Issued Under
The Davis-Bacon and Related Acts

State: Montana

Construction Types: Heavy

Counties: Montana Statewide.

ZONE DEFINITIONS

CARPENTERS, CEMENT MASONS*, LABORERS, AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

Zone 1: 0 to 30 miles - Base Pay

Zone 2: 30 to 60 miles - Base Pay + \$2.95

Zone 3: Over 60 miles - Base Pay + \$4.70

*CEMENT MASONS ZONES: The above cities plus DILLON, GLASGOW, GLENDIVE, SIDNEY

CARP0028-002 05/01/2009

	Rates	Fringes
Carpenters: (Zone 1)		
Carpenter & Pilebuck	\$23.25	\$8.90
Millwright	\$27.25	\$8.90

CARP0028-004 08/01/2006

	Rates	Fringes
Diver Tender	\$27.27	\$7.80
Diver	\$56.54	\$7.80

DEPTH PAY (Surface Diving)

050 to 100 feet	\$2.00 per foot
101 to 150 feet	\$3.00 per foot
151 to 220 feet	\$4.00 per foot
221 ft & deeper	\$5.00

ELEC0044-001 06/01/2010

	Rates	Fringes
Line Construction		
(1) Lineman	\$37.73	4.75% + \$10.61
(2) Equipment Operator	\$25.13	4.75% + \$10.95
(3) Experienced Groundman	\$20.27	4.75% + \$10.33

ELEC0233-001 08/01/2009

BLAINE, BROADWATER, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LEWIS & CLARK, LIBERTY, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.96	4.75% + \$9.36

ELEC0233-002 08/01/2009

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.10	4.75% + \$10.80

ELEC0532-001 06/01/2010

GALLATIN, PARK, AND SWEET GRASS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$26.61	\$10.27

ELEC0532-003 06/01/2010

BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, MCCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$29.38	1.75% + \$8.39

ELEC0768-001 06/01/2009

FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
ELECTRICIAN	\$27.02	\$10.37

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Courthouse of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay
 Zone 2: 30 to 60 miles - Base Pay + \$3.50
 Zone 3: Over 60 miles - Base Pay + \$5.50

	Rates	Fringes
Power Equipment Operator		
(Zone 1)		
Group 1	\$23.47	\$9.50
Group 2	\$23.94	\$9.50
Group 3	\$24.34	\$9.50
Group 4	\$25.00	\$9.50
Group 5	\$25.50	\$9.50
Group 6	\$26.60	\$9.50
Group 7	\$27.10	\$9.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, Self-Propelled; Concrete Travel Batchers; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons;

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley (all).

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist; Crane, Tower (all).

IRON0014-002 07/01/2009

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES

	Rates	Fringes
IRONWORKER	\$25.34	\$16.58

IRON0732-009 06/01/2010

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER	\$25.57	\$17.21

LABO1686-001 05/01/2008

	Rates	Fringes
LABORER (Zone 1)		
Group 1	\$17.14	\$6.72
Group 2	\$20.10	\$6.72
Group 3	\$20.24	\$6.72
Group 4	\$21.00	\$6.72

LABORERS CLASSIFICATIONS**GROUP 1:** Flagperson

GROUP 2: All General Labor Work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc.

PAIN0260-001 07/01/2002

BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of PHILLIPSBURG), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern city limits of HELMSVILLE), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
PAINTER	\$13.85	1% + \$3.45

PAIN0260-002 07/01/2002

FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of PHILLIPSBURG), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of HELMSVILLE), RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
PAINTER	\$16.85	1% + \$3.45

PAIN1922-001 08/01/2009

BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

PAINTER

(Industrial, includes industrial plants, tanks, pipes, bridges)

Rates	Fringes
\$21.00	\$0.00

PLAS0119-001 05/01/2008

STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)

	Rates	Fringes
CEMENT MASONS: (Zone 1)		
Area 1	\$18.83	\$6.96
Area 2	\$20.24	\$6.86

AREA 1: STATEWIDE (except DEER LODGE, JEFFERSON, POWELL, and SILVER BOW COUNTIES)

AREA 2: DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

PLUM0030-003 09/01/2009

BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
PLUMBER		
Commercial	\$28.25	\$13.40
Industrial - Power Generating Plants	\$30.60	\$13.40

PLUM0041-001 07/01/2010

BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET GRASS COUNTIES

	Rates	Fringes
PLUMBER	\$28.25	\$13.05

PLUM0459-001 05/01/2010

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS

	Rates	Fringes
PLUMBER	\$27.51	\$12.08

TEAM0002-001 05/01/2008

	Rates	Fringes
TRUCK DRIVERS: (Zone 1)		
Group 1	\$ 14.14	\$5.92
Group 2	\$ 18.84	\$5.92

TRUCK DRIVERS CLASSIFICATIONS:**GROUP 1:** Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks & Fork Lifts; Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Drivers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers; Petroleum Products Drivers; Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

END OF GENERAL DECISION

MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION 2011

Effective: January 27, 2011

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates visit ERD at www.mtwagehourbopa.com or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 27, 2011

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM) 24.17.501(3) – (3)(a), Public Works Contracts For Construction Services Subject to Prevailing Rates, states: *"Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction."*

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway, grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails."

Federal Davis-Bacon wage rates as published in U.S. Department of Labor General Wage Decision No. MT100002 Modification No.0 have been adopted by the Montana Department of Labor and Industry for use in Highway Construction projects and are included in this publication. These rates apply statewide or as shown in MT100002 Modification No. 0.

C. Definition of Public Works Contracts

Montana Code Annotated, section 18-2-401(1)(a), defines "public works contract" as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000..."

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rates schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to Use for Projects

Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage rate adjustments for multiyear contracts

Section 18-2-417, Montana Code Annotated states:

"(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency."

G. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated states, *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate prevailing wage rate when working on a public works contract.

I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are *"performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project...a legible statement of all wages to be paid to the employees."*

J. Employment Preference

Sections 18-2-403 and 18-2-409, Montana Code Annotated require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

****ZONE PAY****

CEMENTS MASONS, IRON WORKERS, LABORERS, POWER EQUIPMENT OPERATORS, TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 30 miles - Free

ZONE 2: 30 to 60 miles - Base Pay + \$2.50

ZONE 3: Over 60 miles - Base Pay + \$4.00

CARPENTERS:

ZONE 1: 0 to 30 miles - Free

ZONE 2: 30 to 50 miles - Base Pay + \$3.00

ZONE 3: Over 50 miles - Base Pay + \$4.80

	Rates	Fringes
CARPENTER		
Carpenter, Piledriverman	\$22.71	\$8.85
Millwright	\$24.78	\$8.85

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 21.37	\$8.50

	Rates	Fringe
ELECTRICIAN		
Area 1	\$18.74	\$2.93 + 3.8%
Area 2	\$20.13	\$4.76 + 3.8%
Area 3	\$19.98	\$3.44 + 3.8%
Area 4	\$19.84	\$3.51 + 3.8%
Area 5	\$20.54	\$3.54 + 3.8%
Area 6	\$18.02	\$3.44 + 3.8%

LINE CONSTRUCTION

	Rates	Fringes
Equipment Operator	\$19.16	\$5.05
Groundman	\$15.40	\$5.05

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone Counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

IRONWORKER

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Counties

	Rates	Fringes
	\$25.50	\$14.36
Remaining Counties:		
	Rates	Fringes
	\$23.15	\$13.71

	Rates	Fringes
LABORER		
Group 1	\$17.18	\$6.75
Group 2	\$19.97	\$6.75
Group 3	\$20.17	\$6.75
Group 4	\$21.07	\$6.75

LABORERS CLASSIFICATION

GROUP 1: Flag person

GROUP 2: All General Labor Work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake-Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser Equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck Mounted Wagon Drill; Welder including Air Arc.

	Rates	Fringes
PAINTER	\$24.00	\$8.00

Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips.

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	\$21.52	\$8.00
Group 2	\$23.55	\$8.00
Group 3	\$24.41	\$8.00
Group 4	\$25.10	\$8.00
Group 5	\$26.44	\$8.00
Group 6	\$27.13	\$8.00
Group 7	\$29.23	\$8.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo, Crane; Crusher Conveyor, DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-End Loader under 1 cu yd; Oiler; Heavy Duty Drills; Pumpman; Oiler (All, except Cranes and Shovels).

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom; Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchers; Distributor; Dozer, Rubber Tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-End Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler; Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or Pulling Belly Dump; Yo-Yo Cat Front-End Loader over 5 cu yd.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons; add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower (all); Crane, Whirley (all); Helicopter Hoist.

TRUCK DRIVER

	Rates	Fringes
Group 1	\$18.54	\$7.86
Group 2	\$23.69	\$7.86

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

END OF GENERAL DECISION

1. The first section of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in all dealings.

2. The second section outlines the specific procedures and protocols that must be followed to ensure the integrity of the data. This includes regular audits and the implementation of strict security measures.

Item	Value	Category
1.000	100.00	Category A
2.000	200.00	Category B
3.000	300.00	Category C
4.000	400.00	Category D
5.000	500.00	Category E
6.000	600.00	Category F
7.000	700.00	Category G

3. The third section provides a detailed overview of the financial performance over the past year. It includes a comparison of actual results against the budget and identifies areas for improvement.

4. The fourth section discusses the strategic initiatives planned for the upcoming year. It outlines the goals and objectives, as well as the resources required to achieve them.

5. The fifth section addresses the human resources aspect of the organization. It covers recruitment, training, and employee development programs.

6. The sixth section discusses the legal and regulatory compliance requirements that the organization must adhere to.

7. The seventh section provides a summary of the key findings and recommendations from the various sections.

8. The eighth section discusses the overall outlook for the organization and the steps that will be taken to address the challenges ahead.

9. The ninth section provides a detailed breakdown of the financial data, including a line-by-line analysis of the budget.

10. The tenth section discusses the impact of the various initiatives on the organization's performance and the long-term vision for the future.



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor

PO Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

NOTICE OF AWARD

August 18, 2011

Do-All Construction
Attn: Duane Otto
440 Bach Avenue
Lewistown, MT 59457

RE: Invitation for Bid #512032 for the purpose of Stormwater Improvements at Mr. M Landfill

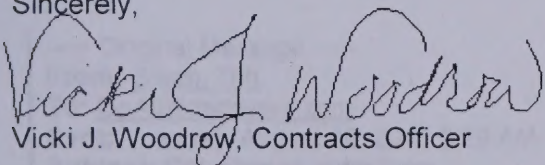
Dear Mr. Otto:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has accepted your bid for contracted services under DEQ IFB #512032 for Stormwater Improvements at Mr. M. Landfill.

Award of a contract is contingent on the successful negotiation of final terms and conditions, the signing of a contractual agreement by both parties, and receipt by DEQ of the proof of the required insurances to include Workers' Compensation Insurance or an Independent Contractor's Exemption prior to execution of the contract.

Please contact me of your acceptance of this award and to negotiate the final issues concerning this award no later than close of business today, Thursday, August 18, 2011 (vwoodrow@mt.gov | 406-444-3101). As stated in the bid documents, DEQ is hoping for a contract start date of Monday, August 22, 2011. Failure to respond to this Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,


Vicki J. Woodrow, Contracts Officer

Cc: Bid File
Tim Stepp, PCD/WUTMB

DO IT ALL

350-1261 - cell
538-2509 office
538-4952

Montana Department of
ENVIRONMENTAL QUALITY



Billings, Montana
www.mt.gov

(406) 457-2544

Helena, MT 59620-0901

PO Box 200901

NOTICE OF AWARD

August 18, 2011

De-As Construction
Attn: Duane Otto
440 South Avenue
Lewistown, MT 59451

RE: Invitation for Bid #512022 for the purpose of Stormwater improvements at Mr. M Landfill

Dear Mr. Otto:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has accepted your bid for contracted services under DEQ IFB #512022 for Stormwater improvements at Mr. M Landfill.

Award of a contract is contingent on the successful negotiation of final terms and conditions, the signing of a contractual agreement by both parties, and receipt by DEQ of the proof of the required insurance to include Workers' Compensation Insurance or an Independent Contractor's Exemption prior to execution of the contract.

Please contact me of your acceptance of this award and to negotiate the final issues concerning this award no later than close of business today, Thursday, August 18, 2011 (v.woodrow@mt.gov) 406-444-3101. As stated in the bid documents, DEQ is hoping for a contract start date of Monday, August 22, 2011. Failure to respond to this Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,

Vicki J. Woodrow
Vicki J. Woodrow, Contracts Officer

CC: Bid File
Tim Stepp, PCOWMMS

Do it all
350-1341-call
538-3501
538-4432

Steppe, Tim

Steppe 8/31/11

From: Stepp, Tim
Sent: Wednesday, August 31, 2011 4:19 PM
To: 'Annie Otto'
Cc: 'Stephanie Reinig'; Thompson, Ricknold; Woodrow, Vicki
Subject: RE: change order form
Attachments: DOC083111-001.pdf

Hello Duane,

Thank you for completing the Mr. M Change Order form according to field modifications approved by Stephanie Reinig, P.E. (Great West) for a drainage swale versus the culvert design at Boyd Creek Road.

The Department approves the change in contract based on the \$6900 reduction in total cost to give \$39,840 total payment due upon contract completion and approval by MDEQ.

We greatly appreciate your fine efforts on this project.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Montana Department of
ENVIRONMENTAL QUALITY

Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Annie Otto [<mailto:doall@midrivers.com>]
Sent: Wednesday, August 31, 2011 1:22 PM
To: Stepp, Tim
Subject: Re: change order form

Attached is change order #1. Thanks.

Duane.

----- Original Message -----

From: Stepp, Tim
To: DoAll@midrivers.com
Sent: Tuesday, August 30, 2011 9:29 AM
Subject: FW: change order form

Here it is again...no previous indication that emails to "DoAllConstruction@midrivers.com" have bounced

From: Stepp, Tim
Sent: Monday, August 29, 2011 7:01 PM
To: 'DoAllConstruction@midrivers.com'
Cc: 'Stephanie Reinig'; Woodrow, Vicki; Thompson, Ricknold
Subject: FW: change order form

Hello Duane,

Thank you for notifying us of the County's intention to straighten Boyd Creek Road (BCR) next year, with MDOT installing a new culvert as needed beneath BCR adjacent to the intersection.

Please utilize the attached request for change regarding proposed modifications to the Mr. M pond drainage ditch by removing the outlet culverts in favor of a drainage swale to cross the old BCR (to be abandoned). The cost savings should be significant!

You may copy me and Stephanie Reinig at Great West via FAX. The Department will respond according to the contract.

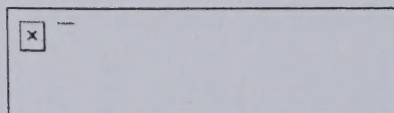
We look forward to a rapid completion on schedule given this simplification.

Thanks again.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [<mailto:SReinig@greatwesteng.com>]
Sent: Monday, August 29, 2011 11:53 AM
To: Stepp, Tim
Subject: change order form

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817
2501 Belt View Drive
Helena, Montana 59604

DIRECT: 406-495-6191
OFFICE: 406-449-8627

Change Order

No. 1

Date of Issuance: 08/30/2011

Effective Date: 08/30/2011

Project Mr. M Landfill	Owner: <u>WUTMB-SWS</u>	Owner's Contract No.:
Contract: <u>MDEQ #512032</u>	Date of Contract: <u>08/19/2011</u>	
Contractor: <u>Do-All Construction</u>	Engineer's Project No.: <u>512032</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to MDT and Fergus County changing alignment of Boyd Creek Rd within the year, the culverts are not needed for this project. MDT will be installing a new culvert beneath Boyd Creek Rd within the year. Bury the power cable at 36 inches under ditch grade.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$46,740.00

[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA:

\$

Contract Price prior to this Change Order:

\$46,740.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 6900⁰⁰

Contract Price incorporating this Change Order:

\$ 39840⁰⁰

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 8/31/2011

Approved by Funding Agency (if applicable):

[Signature]

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 8/31/11

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 8/31/2011

Date: 08/31/11

Change Order

No. 1

Date of Issuance: 08/30/2011

Effective Date: 08/30/2011

Project Mr. M Landfill	Owner:	Owner's Contract No.:
Contract:	Date of Contract: <u>08/19/2011</u>	
Contractor: Do-All Construction	Engineer's Project No.: <u>512032</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

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Original Contract Price:

\$46,740.00

[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA:

\$

Contract Price prior to this Change Order:

\$46,740.00

[Increase] [Decrease] of this Change Order:

\$ 6900⁰⁰

Contract Price incorporating this Change Order:

\$ 39,840⁰⁰

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 8/31/2011

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 8/31/2011

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 8/31/2011

Date: 8/31/2011

DO-ALL

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**MR M LANDFILL
STORMWATER IMPROVEMENTS
BID SHEETS**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$	\$ 1,300 ⁰⁰
2	24" CMP Culvert	200	LF	\$ 42 ⁰⁰	\$ 8,400 ⁰⁰
3	Cut, Plug, and Abandon Existing Culvert	1	EA	\$	\$ 500 ⁰⁰
4	Earthwork	1	LS	\$	\$ 32,740 ⁰⁰
5	Rip Rap	1	LS	\$ 28 ⁰⁰	\$ x 2,800 ⁰⁰
6	Seed and Fertilize	1	LS	\$	\$ 100 ⁰⁰
TOTAL Bid Price (Base Bid)					\$ 46,740 ⁰⁰

(Figures)

TOTAL Estimated
Base Bid Price

\$ Forty six thousand seven hundred forty
(Words) dollars.

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

20-ALL

ARTICLE 2 - BASIS OF GO

20-ALL

STANDARD WATER PROVISIONS		STANDARD WATER PROVISIONS	
Item	Quantity	Item	Quantity
1	1000	2	1000
3	1000	4	1000
5	1000	6	1000
7	1000	8	1000
9	1000	10	1000
11	1000	12	1000
13	1000	14	1000
15	1000	16	1000
17	1000	18	1000
19	1000	20	1000
21	1000	22	1000
23	1000	24	1000
25	1000	26	1000
27	1000	28	1000
29	1000	30	1000
31	1000	32	1000
33	1000	34	1000
35	1000	36	1000
37	1000	38	1000
39	1000	40	1000
41	1000	42	1000
43	1000	44	1000
45	1000	46	1000
47	1000	48	1000
49	1000	50	1000
51	1000	52	1000
53	1000	54	1000
55	1000	56	1000
57	1000	58	1000
59	1000	60	1000
61	1000	62	1000
63	1000	64	1000
65	1000	66	1000
67	1000	68	1000
69	1000	70	1000
71	1000	72	1000
73	1000	74	1000
75	1000	76	1000
77	1000	78	1000
79	1000	80	1000
81	1000	82	1000
83	1000	84	1000
85	1000	86	1000
87	1000	88	1000
89	1000	90	1000
91	1000	92	1000
93	1000	94	1000
95	1000	96	1000
97	1000	98	1000
99	1000	100	1000

20-ALL

20-ALL

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance the dates indicated in the Standard Form Contract.
- 6.02 Bidder accepts the provisions of the agreement as to liquidated damages and payments to Owner for additional Engineering services.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed):

Duane Otto

By:

Duane Otto

(Individual's signature)

Doing business as:

DO-ALL Construction

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

ARTICLE 1 - TIME OF COMPLETION

- 8.01 Bids shall be opened and the lowest bidder shall be awarded the contract and will be deemed to have accepted the terms and conditions of the contract as set forth in the Standard Form Contract.
- 8.02 Bids shall be opened at the location of the project as indicated on the contract and the lowest bidder shall be awarded the contract.

ARTICLE 2 - SPECIAL TERMS

- 2.01 The time and date for the completion of the project shall be as indicated on the contract and the lowest bidder shall be awarded the contract.

ARTICLE 3 - BID BOND

- 3.01 The Bid Bond shall be in the amount of \$10,000.00.

or less

Duane Otto

Duane Otto

Co-Alt Construction

Witness

Signature

(Signature of witness - attach evidence of authority to sign)

Name of witness

Witness

Signature

Name of witness

(Signature of witness - attach evidence of authority to sign)

By

(Signature - attach evidence of authority to sign)

Name of witness

Title: _____

Attest: _____

Date of Qualification to do business in Montana is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to

sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 440 Bach Ave

Lewistown, MT 59457

Phone No.: 406-538-2509 CL-350-1261

Fax No.: 406-538-2509

E-mail: dcall@midrivers.com

Name of Person

Address

City or Location to be entered in Schedule A

Date of Birth

Date of Last Visit

Date Last Visited Home

Signature of last person present - attach evidence of authority to sign

Name (Print or Stamp)

Title

Signature and Address (Print)

Signature of second last person present - attach evidence of authority to sign

Name (Print or Stamp)

Title

I have read and understand the contents of this document and agree to the terms and conditions herein. I have signed and dated this document in the presence of the witnesses and the witnesses have signed and dated this document in the presence of the witnesses and me.

Signature of Person

Signature of M. J. J. J.

161-028-10 1028-832-10

1028-832-10

1028-832-10

SUBMITTED on Tuesday August 16th, 2011

State Contractor License No.: _____ [if applicable]

END OF SECTION

Taxpayer's ID number: 81-D520746

Contractor's Registration number: 13117

Dunns number: 086054496

Equipment to be used!

- 1- End dump trucks 10 to 12 yds. 95⁰⁰/hr
- 2- D46 Dozer bway 95⁰⁰/hr
- 3- 160 Case Excavator 125⁰⁰/hr
- 4- 580 Super M. Rubber tire hoe 75⁰⁰/hr
- 5- 70 XT skid steer 60⁰⁰/hr

Submitted to: Inspector, Project 11

Spec. Contract Number: _____

END OF SECTION

Inspector's ID number: 01-02-2044

Contract's registration number: 13117

Dunn's number: 06024442

Equipment to be used:

- 1 - End dump trucks 10 to 12 yds. 42 cu/m
- 2 - D40 Diesel power 42 cu/m
- 3 - 160 Gas engine 125 cu/m
- 4 - 580 Super M. Rubber tire 75 cu/m
- 2 - 10 ft steel 60 cu/m



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor

PO Box 200901

• Helena, MT 59620-0901

• (406) 444-2544

• www.deq.mt.gov

NOTICE OF AWARD

August 18, 2011

Do-All Construction
Attn: Duane Otto
440 Bach Avenue
Lewistown, MT 59457

RE: Invitation for Bid #512032 for the purpose of Stormwater Improvements at Mr. M Landfill

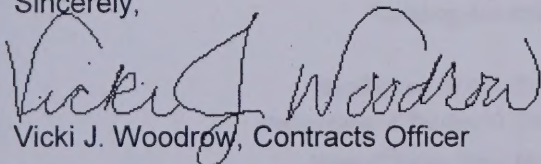
Dear Mr. Otto:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has accepted your bid for contracted services under DEQ IFB #512032 for Stormwater Improvements at Mr. M. Landfill.

Award of a contract is contingent on the successful negotiation of final terms and conditions, the signing of a contractual agreement by both parties, and receipt by DEQ of the proof of the required insurances to include Workers' Compensation Insurance or an Independent Contractor's Exemption prior to execution of the contract.

Please contact me of your acceptance of this award and to negotiate the final issues concerning this award no later than close of business today, Thursday, August 18, 2011 (vwoodrow@mt.gov | 406-444-3101). As stated in the bid documents, DEQ is hoping for a contract start date of Monday, August 22, 2011. Failure to respond to this Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,



Vicki J. Woodrow, Contracts Officer

Cc: Bid File
Tim Stepp, PCD/WUTMB

ENVIRONMENTAL QUALITY

Montana Department of



NOTICE OF AWARD

August 18, 2011

Dr. Al Construction
Attn: Brian Orr
440 East Avenue
Lawton, MT 59401

RE: Invitation for Bid #15032 for the purpose of Stormwater Improvements at Mt. M. Landfill

Dear Mr. Orr:

This letter is to inform you that the Montana Department of Environmental Quality (DEQ) has accepted your bid for contract services under DEQ IFB #15032 for Stormwater Improvements at Mt. M. Landfill.

Award of a contract is contingent on the successful negotiation of final terms and conditions, the signing of a contractual agreement by both parties, and receipt by DEQ of the proof of the required insurance to include Workers' Compensation Insurance or an independent Contractor's Exemption certificate, execution of the contract.

Please contact me at your earliest convenience of this award and to negotiate the final issues concerning the award no later than close of business today, Thursday, August 18, 2011 (Wednesday, August 17, 2011). As stated in the bid documents, DEQ is hoping for a contract award date of Monday, August 22, 2011. Failure to respond to the Notice of Award may result in withdrawal of the award by DEQ.

Sincerely,

Robert J. Woodbury
Robert J. Woodbury, Contracts Officer

cc: Bill Ellis
Tim Stapp, ROD/WUMS

CCR Registration

Not to be used as certifications and representations. See [ORCA](#) for official certification.

Registration Status: Active in CCR; Registration valid until 08/15/2012.

DUNS: 086054496

DUNS PLUS4:

CAGE/NCAGE: 1U7X1

Legal Business Name: DO ALL CONSTRUCTION

Doing Business As (DBA): DO-ALL DIRT MOVERS

TIN/EIN: 810520746

SSN:

Division Name:

Division Number:

Company URL:

Physical Street Address 1: 115 ASH ST

Physical Street Address 2:

Physical City: LEWISTOWN

Physical State: MT

Physical Foreign Province:

Physical Zip/Postal Code: 59457-3203

Physical Country: USA

Mailing Name: DO-ALL CONSTRUCTION

Mailing Street Address 1: 440 BACH ST

Mailing Street Address 2:

Mailing City: LEWISTOWN

Mailing State: MT

Mailing Foreign Province:

Mailing Zip/Postal Code: 59457-3230

Mailing Country: USA

Business Start Date: 08/01/1994

Delinquent Federal Debt: No

Fiscal Year End Date: 12/31

Number of Employees for This Location: 2

Number of Employees for All Affiliates: 2

Annual Receipts for This Location: \$1

Annual Receipts for All Affiliates: \$1

Company Security Level:

Highest Employee Security Level:

CCR Registration

Not to be used as certification and representation. See OSHA for official certification.

Registration Status: Active in CCR; Registration valid until 08/12/2012.

DUNS: 086024498

DUNS PLUS:

CAGE/NAICS: 1771

Legal Business Name: DO-ALL CONSTRUCTION

Doing Business As (DBA): DO-ALL DIRT MOVERS

TIN/EIN: 810520746

SSN:

Division Name:

Division Number:

Company URL:

Physical Street Address 1: 115 ASH ST

Physical Street Address 2:

Physical City: LEWISTOWN

Physical State: MT

Physical Foreign Province:

Physical Zip/Postal Code: 59457-3203

Physical Country: USA

Mailing Name: DO-ALL CONSTRUCTION

Mailing Street Address 1: 440 BACH ST

Mailing Street Address 2:

Mailing City: LEWISTOWN

Mailing State: MT

Mailing Foreign Province:

Mailing Zip/Postal Code: 59457-3200

Mailing Country: USA

Business Start Date: 08/01/1994

Delinquent Federal Debt: No

Place Year End Date: 12/31

Number of Employees for This Location: 2

Number of Employees for All Affiliates: 2

Annual Receipts for This Location: \$1

Annual Receipts for All Affiliates: \$1

Company Security Level:

Highest Employee Security Level:

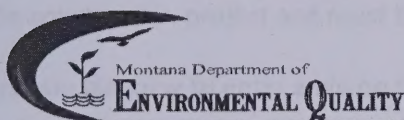
Stepp, Tim

From: Stepp, Tim
Sent: Wednesday, August 10, 2011 10:28 AM
To: Woodrow, Vicki
Cc: Thompson, Ricknold
Subject: RE: Question/Answer period for Mr. M. Landfill

Thanks Vicki. I will inform Great West.

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov



From: Woodrow, Vicki
Sent: Wednesday, August 10, 2011 9:25 AM
To: Stepp, Tim
Cc: Thompson, Ricknold; Mullen, Norman
Subject: Question/Answer period for Mr. M. Landfill

No questions were posed during this period. I've posted an additional note to the web indicating this.

Please let me know if there are any questions or concerns.

Vicki Woodrow
Contracts Officer/Manager

Office of Financial Services
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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2/10/11
Steph, Tim

From: Steph, Tim
Sent: Wednesday, August 10, 2011 10:28 AM
To: Woodrow, Vito
Cc: Thompson, Robert
Subject: RE: Questionnaire period for Mr. M. Landis

Thanks Vito, I will inform Steph, Tim

TIM STEPH

For additional information, please refer to the
document titled "Questionnaire period for Mr. M. Landis".
The document is located in the "Attachments" section of the email.



1000 North 1st Street
P.O. Box 1000
Harrisburg, PA 17103-1000

1000 North 1st Street
P.O. Box 1000
Harrisburg, PA 17103-1000

From: Woodrow, Vito
Sent: Wednesday, August 10, 2011 9:23 AM
To: Steph, Tim
Cc: Thompson, Robert; Woodrow, Vito
Subject: Questionnaire period for Mr. M. Landis

No questions were posted during the period. The posted an additional note to the web indicating this.

Please let me know if there are any questions or comments.

Vito Woodrow

Contracts Officer/Manager

Office of Financial Services
PO Box 200001, Harrisburg, PA 17120-0001
Phone: 482-444-2101
Fax: 482-444-1804

Email: vwoodrow@pa.gov
Website: www.pa.gov
Mission Statement: Alleviate Financial Services / Control the

Stepp, Tim

Tim Stepp 8/9/11

Mr. M - Contracts

From: Stepp, Tim
Sent: Tuesday, August 09, 2011 11:57 AM
To: 'Adam Carter'
Cc: Mullen, Norman; Hendrickson, Mary; Thompson, Ricknold
Subject: RE: lewistown landfill cleanup (Mr. M)

Mr. Carter,

Please provide MDEQ a copy of your agreement with Mr. Bill Foreman for removal of the bricks that remain from his purchase during the Sheriff's auction at the Mr. M landfill.

The bricks are one portion of mixed debris that obstructs completion of the construction project and must be properly handled by the contractor.

Are you planning to enter a bid on the MDEQ pond project at Mr. M?

Thanks.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Montana Department of
ENVIRONMENTAL QUALITY
Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Adam Carter [<mailto:cartright450@gmail.com>]
Sent: Wednesday, August 03, 2011 11:58 AM
To: Stepp, Tim
Subject: lewistown landfill cleanup (Mr. M)

Hello Tim, I'm writing regarding the bricks that are located at the landfill 2 miles east of lewistown. I am willing to remove the bricks from the job site before the 22nd of August. Please confirm if this is ok. Thank you very much. Sincerely, Adam Carter (406)366-3085

Mr. M. Cantor

2/1/11

Step 1

From: [illegible]
Sent: Tuesday, August 09, 2011 11:52 AM
To: [illegible]
Cc: [illegible]
Subject: [illegible]

Please provide a copy of your agreement with Mr. M. Cantor
for review of the project that remains from his previous work
on the project at the site.

The project is a general contract for the construction of
the project and must be properly reviewed by the project.

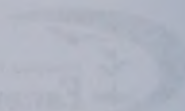
Any new project is subject to the project at the site.

Thank

Tom

11th STEP

11th STEP
11th STEP
11th STEP



11th STEP
11th STEP
11th STEP

11th STEP
11th STEP
11th STEP

From: Adam Cantor (adam.cantor@11thstep.com)
Sent: Wednesday, August 03, 2011 11:58 AM
To: [illegible]
Subject: [illegible]

Hi Tom, I'm writing regarding the project that is located at the landfill 1 mile east of
Leavenworth. I am willing to remove the debris from the job site before the 3rd of August.
Please confirm if this is ok. Thank you very much. Sincerely, Adam Cantor (200) 500-3082

7/29/11

7/29/11



[illegible]

MEETING NOTES

PROJECT NUMBER LIC #302 SHEET 1 OF 1
 NOTES ISSUED BY _____
 DATE _____ REGION _____

SUBJECT I/FB WALKTHROUGH (9:00 am)
MR. M STORMWATER PROJECT

MEETING DATE 8/29/11 LOCATION MR. M Landfill site

ATTENDEES:

★ see attached sign-up sheet
Martin Van Oort - SWP
Steph Reinig - G. West P.E.

NOTES BY: T. Stepp DEQ - SWP

TOPICS DISCUSSED

ACTION/NOTES

Potential bidders invited by I/FB issued 8/28/11.

SWP reviewed DEQ bid process & timelines from I/FB.

G. West Eng (Stephanie Reinig, P.E.) reviewed workplan (SOW)

All questions within scope of SOW / I/FB.

All answers given as presented in SOW / I/FB.

Martin
witnessed

Meeting lasted 1.5 hrs.

T. Stepp 8/29/11

ACTION/NOTES

Lewistown News -

Argus 800.879.

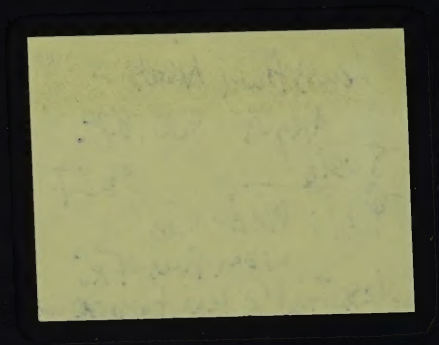
Susie

5627

Publ: Wed or Sat

10am Tues/Fri

classified @ lewisstownnews.com



MEETING NOTES

PROJECT NUMBER _____ SHEET _____ OF _____
 NOTES ISSUED BY _____
 DATE _____ REGION _____

SUBJECT MR M CONTRACT
E-MAIL LIST

MEETING
 DATE _____

LOCATION _____

ATTENDEES:

★ = email recipients of TFB

✓ = called first

X = bid packet emailed

(★) = bid ~~received~~ intended

NOTES BY: D&D Excavation Allan DeBuff 538.0696

Yoderian Excavating Mike Y. 366.2757 "mike-youd@yahoo.com"

TOPICS DISCUSSED

ACTION/NOTES

GWest Eng Stephanie Reining 350.0920

Accurate Concrete 350.0920

Big Bear Builders 366.4151

Bridgefueled Const Joe Bridgefueled 538.3572 "kodiak@mt.net"

Birdwell Builders 535.2707

Casino Crk Const. 538.7160

~~Century Carter's Dirt Wks~~ ^{366.3085} Adam Carter 538.8011 "Cartright450@gmail.com"

DC Excavation 428.2147 Dennis Cripps 750.0884 "Bdlars@gmail.com"

Do All Const. Duane Otto 538.2509 "D.A..Const..."@midrivers.com

East Plains Const. Keith 350.2601

Geelinger Contracting 366.2424

Haugen Const. 538.3371

Heartland Const. 538.8218

John Valach & Son 538.3773

Kodiak Concrete (see Bridgefueled) 538.3572

Konitz Contracting 538.9550

~~Carter's Dirt Works~~ ^{366.3085} Adam Carter ~~800.438.8846~~

Maetin Excavating Craig Maetin 220.3777 "M...E..."@live.com

Miller Const 538.8981

Casino Crk Const. 538.9370

Goettlich Excavating Bill Goettlich 350.0570 "cat416"@town.net

(cont. reverse side)

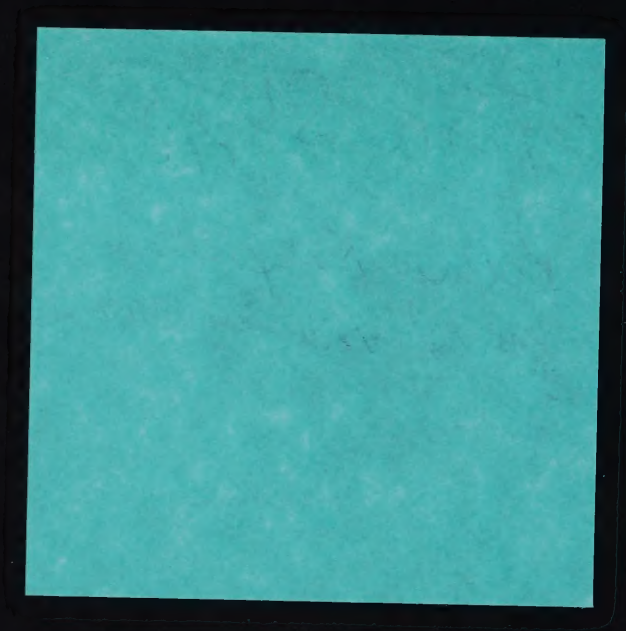
TOPICS DISCUSSED

ACTION/NOTES

From Stepp

Please keep these
~~for~~ w/ the solicitation
file!

Vicki



Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana. - Message (HTML)

Message H

Reply Reply Forward
to All

Delete Move to Folder Create Rule Other Actions

Block Sender Safe Lists Not Junk

Categorize Follow Up Mark as Unread

Find Related Select Find

You forwarded this message on 7/28/2011 11:22 AM.

From: Woodrow, Vicki Sent: Thu 7/28/2011 11:18 AM

To:

Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold

Bcc: 'Kodiak@mt.net'; 'Cartright450@gmail.com'; 'Doallconstruction@midrivers.com'; 'Cat416@lewistown.net'; 'Martinexcavating@live.com'; 'Mike_youd@yahoo.com'

Subject: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

The Montana Department of Environmental Quality (DEQ) has published an Invitation for Bid for a Limited Construction Project at Mr. M Landfill in Lewistown, Montana. The Bid Document and all other pertinent information is available online at the General Services Division's One Stop Vendor Information page for DEQ (<http://svc.mt.gov/gsd/OneStop/SolicitationList.aspx?AgencyID=4>).

Please note that, due to court imposed time constraints, this bid requires immediate attention for prospective bidders. There is a **mandatory Pre-Bid site visit scheduled for tomorrow, Friday, July 29, at 9:00 a.m. at the project site located at 7 Boyd Creek Road in Lewistown, Montana.** A Contractor's failure to have an authorized representative attend all of the Pre-Bid walk-through disqualifies the Contractor and makes any bid from it for the Work nonresponsive.

Project construction is required to begin August 22 and be completed by August 31. DEQ will accept questions at the pre-bid site visit as well as through August 5, 2011. **Bids are due to DEQ by 5:00 p.m. on August 17.**

DEQ apologizes for the need for a rapid turn-around on this project and the short notice of the pre-bid site visit. Please feel free to contact me if there are any questions or concerns.

Vicki Woodrow
Contracts Officer/Manager



Montana Department of
ENVIRONMENTAL QUALITY
Office of Financial Services
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804

Email: vwoodrow@mt.gov

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RECEIVED
JUL 29 2011
DEPT OF ENVIR. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

Woodrow, Vicki

From: Stepp, Tim
Sent: Thursday, July 28, 2011 10:55 AM
To: Woodrow, Vicki
Cc: Thompson, Ricknold; Mullen, Norman
Subject: FW: Mr M Landfill

Vicki,

The following potential contractors were directly reached on the phone:

CONTACTS:

Great West Engineering	406-495-6191	Stephanie Reinig	SReinig@greatwesteng.com
Bridgeford Construction	406-538-3572	Joe Bridgeford	Kodiak@mt.net
Carter's Dirt Works	406-538-8011	Adam Carter	Cartright450@gmail.com
DoAll Construction	406-538-2509	Duane Otto	Doallconstruction@midrivers.com
Goettlich Excavating	406-350-0570	Bill Goettlich	Cat416@lewistown.net
Martin Excavating	406-220-3777	Craig Martin	Martineexcavating@live.com
Youderian Excavating	406-366-2757	Mike Youderian	Mike_youde@yahoo.com

Each person listed was notified as follows:

- (1) Link to Invitation for Bid Documents will be available online @ deq.mt.gov
- (2) Must attend mandatory walkthrough at Mr. M Landfill site: 9:00 am Friday 7/29/2011
- (3) Project construction 8/22 – 8/31/2011
- (4) Accepting questions until 8/5/2011.

SWP shall post the IFB documents on the DEQ webpage.

Thanks so much for working so hard to meet the judge's short deadlines and for cutting new ground to put together this "hybrid" approach! We hope that we can encourage more flexibility to complete construction projects in the future.

tim

From: Stepp, Tim
Sent: Tuesday, July 26, 2011 5:03 PM
To: Woodrow, Vicki
Subject: Mr M Landfill

ADDRESS:
7 Boyd Creek Road
Lewistown, MT 59457

Woodrow, Vicki

From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:22 AM
To: 'SReinig@greatwesteng.com'
Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold
Subject: FW: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

Hi, Stephanie,

FYI - attached is the email notification sent to prospective bidders for the Mr. M Landfill work. Bid documents may be accessed through the website noted in the email.

Please let me know if there are any questions or concerns.

Vicki Woodrow
Contracts Officer/Manager



Montana Department of
ENVIRONMENTAL QUALITY
Office of Financial Services
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:18 AM
Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold
Subject: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

The Montana Department of Environmental Quality (DEQ) has published an Invitation for Bid for a Limited Construction Project at Mr. M Landfill in Lewistown, Montana.
The Bid Document and all other pertinent information is available online at the General Services Division's One Stop Vendor Information page for DEQ (<http://svc.mt.gov/gsd/OneStop/SolicitationList.aspx?AgencyID=4>).

Please note that, due to court imposed time constraints, this bid requires immediate attention for prospective bidders. There is a **mandatory Pre-Bid site visit scheduled for tomorrow, Friday, July 29, at 9:00 a.m. at the project site located at 7 Boyd Creek Road in Lewistown, Montana.** A Contractor's failure to have an authorized representative attend all of the Pre-Bid walk-through disqualifies the Contractor and makes any bid from it for the Work nonresponsive.

Project construction is required to begin August 22 and be completed by August 31. DEQ will accept questions at the pre-bid site visit as well as through August 5, 2011. **Bids are due to DEQ by 5:00 p.m. on August 17.**

DEQ apologizes for the need for a rapid turn-around on this project and the short notice of the pre-bid site visit. Please feel free to contact me if there are any questions or concerns.

Vicki Woodrow
Contracts Officer/Manager



**Montana Department of
ENVIRONMENTAL QUALITY**

Office of Financial Services

PO Box 200901, Helena, MT 59620-0901

Phone: 406-444-3101

Fax: 406-444-1804

Email: vwoodrow@mt.gov

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Stepp, Tim

From: Stepp, Tim
Sent: Thursday, July 28, 2011 10:55 AM
To: Woodrow, Vicki
Cc: Thompson, Ricknold; Mullen, Norman
Subject: FW: Mr M Landfill

Vicki,

The following potential contractors were directly reached on the phone:

CONTACTS:

Great West Engineering	406-495-6191	Stephanie Reinig	
SReinig@greatwesteng.com			
Bridgeford Construction	406-538-3572	Joe Bridgeford	Kodiak@mt.net
Carter's Dirt Works	406-538-8011	Adam Carter	
Cartright450@gmail.com			
DoAll Construction	406-538-2509	Duane Otto	
Doallconstruction@midrivers.com			
Goettlich Excavating	406-350-0570	Bill Goettlich	Cat416@lewistown.net
Martin Excavating	406-220-3777	Craig Martin	
Martineexcavating@live.com			
Youderian Excavating	406-366-2757	Mike Youderian	Mike_youd@yahoo.com

Each person listed was notified as follows:

- (1) Link to Invitation for Bid Documents will be available online @ deq.mt.gov
- (2) Must attend mandatory walkthrough at Mr. M Landfill site: 9:00 am Friday 7/29/2011
- (3) Project construction 8/22 – 8/31/2011
- (4) Accepting questions until 8/5/2011.

SWP shall post the IFB documents on the DEQ webpage.

Thanks so much for working so hard to meet the judge's short deadlines and for cutting new ground to put together this "hybrid" approach! We hope that we can encourage more flexibility to complete construction projects in the future.

tim

From: Stepp, Tim
Sent: Tuesday, July 26, 2011 5:03 PM
To: Woodrow, Vicki
Subject: Mr M Landfill

ADDRESS:
7 Boyd Creek Road
Lewistown, MT 59457

Stepp, Tim

From: Stepp, Tim
Sent: Thursday, July 28, 2011 11:54 AM
To: Thompson, Ricknold
Subject: RE: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

Rick,

A copy of the contract is being routed through you.

Stephanie Reinig (Great West Eng.), Martin Van Oort, and I will attend the walkthrough in Lewistown at 9:00 am tomorrow. I will keep you informed.

Thanks for the encouragement and support.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Thompson, Ricknold
Sent: Thursday, July 28, 2011 11:24 AM
To: Stepp, Tim
Subject: FW: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

Tim,

Nice job on getting this project to this phase within the limited time constraints. Keep pushing on this. You have my full support.

Rick

From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:18 AM
Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold
Subject: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

The Montana Department of Environmental Quality (DEQ) has published an Invitation for Bid for a Limited Construction Project at Mr. M Landfill in Lewistown, Montana. The Bid Document and all other pertinent information is available online at the General Services Division's One Stop Vendor Information page for DEQ (<http://svc.mt.gov/gsd/OneStop/SolicitationList.aspx?AgencyID=4>).

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Project construction is required to begin August 22 and be completed by August 31. DEQ will accept questions at the pre-bid site visit as well as through August 5, 2011. **Bids are due to DEQ by 5:00 p.m. on August 17.**

DEQ apologizes for the need for a rapid turn-around on this project and the short notice of the pre-bid site visit. Please feel free to contact me if there are any questions or concerns.

Vicki Woodrow
Contracts Officer/Manager



Office of Financial Services
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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Stepp, Tim

From: Stepp, Tim
Sent: Thursday, July 28, 2011 12:15 PM
To: LaFontaine, Pamela
Cc: Thompson, Ricknold
Subject: Posting of contract on DEQ "What's New" webpage

Hi Pam,

Please post the invitation for bid on the Mr. M Contract.

Procurement has listed three documents for the SWP project:

[J:\Contracts JDrive\Mr MIIFB 512032 BidDocument MrM.pdf](#)

[J:\Contracts JDrive\Mr MIIFB 512032 AttachmentA-SOW MrM.pdf](#)

[J:\Contracts JDrive\Mr MIIFB 512032 AttachmentA-SOW Plans MrM.pdf](#)

You may call the DEQ posting:

"Invitation for Bid for a Limited Construction Project at Mr. M Landfill in Lewistown, Montana"

Thanks again for all your help during this extensive process!

tim
X4725

Subject: [illegible]
To: [illegible]
From: [illegible]
Date: [illegible]
[illegible text block]

[illegible text block]

[illegible text block]

[illegible text block]

[illegible text block]

Stepp, Tim

From: Stepp, Tim
Sent: Thursday, July 28, 2011 12:23 PM
To: 'Bdlars@gmail.com'
Subject: FW: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

Dennis Cripps
DC Excavation
406-350-0884

Hi Dennis,

Enclosed is the invitation and document link as we discussed.

See you at the mandatory Mr. M Landfill site walkthrough in Lewistown at 9:00 am tomorrow.

Thanks.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Montana Department of
ENVIRONMENTAL QUALITY

Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:18 AM
Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold
Subject: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

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Vicki Woodrow
Contracts Officer/Manager



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Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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Stepp, Tim

From: Stepp, Tim
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To: 'Bdlars@gmail.com'
Subject: FW: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

Dennis Cripps
DC Excavation
406-350-0884

Hi Dennis,

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See you at the mandatory Mr. M Landfill site walkthrough in Lewistown at 9:00 am tomorrow.

Thanks.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Montana Department of
ENVIRONMENTAL QUALITY
Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:18 AM
Cc: Stepp, Tim; Van Oort, Martin; Thompson, Ricknold
Subject: Invitation for Bid for Limited Construction Project at Mr. M Landfill in Lewistown, Montana.

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Vicki Woodrow
Contracts Officer/Manager



Office of Financial Services
PO Box 200901, Helena, MT 59620-0901
Phone: 406-444-3101
Fax: 406-444-1804
Email: vwoodrow@mt.gov

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Stepp, Tim

From: Woodrow, Vicki
Sent: Thursday, July 28, 2011 11:05 AM
To: Stepp, Tim; Van Oort, Martin
Cc: Thompson, Ricknold
Subject: Pre-Bid walk-through
Attachments: DEQ_PublicMtg_Attendsheet.doc

Attached is the attendance sheet you'll need to have for tomorrow's pre-bid site visit. Please ensure that everyone that attends this meeting signs the attendance sheet. This will provide you with the information of who is eligible to submit a bid for the project. After tomorrow's visit please get the attendance sheet to me for posting to the web.

Per a conversation I had with Tim, Martin will be assigned the task of recording any questions/answers that are posed during the site visit. These need to be recorded and given to be incorporated into any addendum that will result for the site visit and/or the Question/Answer period through the first of August.

Please let me know if you have any questions!

Vicki

Stepp, Tim

From: Stephanie Reinig [SReinig@greatwesteng.com]
Sent: Wednesday, July 27, 2011 9:52 AM
To: Stepp, Tim
Subject: RE: Contacts for Mr. M

Ok sounds great.

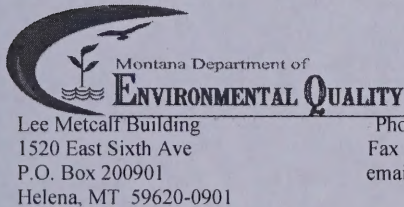
Stephanie M. Reinig, PE | Project Engineer
Great West Engineering, Inc.
DIRECT: 406-495-6191

From: Stepp, Tim [mailto:Tstepp@mt.gov]
Sent: Wednesday, July 27, 2011 9:51 AM
To: Stephanie Reinig
Subject: RE: Contacts for Mr. M

Thanks Steph...we'll add to the list....tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov

From: Stephanie Reinig [mailto:SReinig@greatwesteng.com]
Sent: Wednesday, July 27, 2011 9:39 AM
To: Stepp, Tim
Subject: Contacts for Mr. M

Tim,

I spoke with two contractors regarding the Mr M landfill project. I did talk to Matt Montgomery and he is too busy to tackle this project. He did give me 3 names. I called one contractor (about 4 different phone numbers) and all numbers were wrong. That was Dennis Cripps (DC Construction). I called and left another message for DoAll Construction, Phone number (406) – 538-2509. I talked to another contractor Craig Martin of Martin Excavating. His phone number is (406) 220-3777 his email is martinexcavating@live.com.

Let me know if I can help any more.

Thanks,
Stephanie

Stephanie M. Reinig, PE | Project Engineer

Great West Engineering, Inc.

PO Box 4817
2501 Belt View Drive
Helena, Montana 59604

DIRECT: 406-495-6191
OFFICE: 406-449-8627
FAX: 406-449-8631



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

July 25, 2011

Marvin & Sandy Mintyala
1265 Elm Street #34
Clarkston WA 99403-2374

**Re: Bid Walkthrough for Project to Recontour Storm Water Pond and Alter
Associated Drainage at Mister M Landfill; DEQ v. Mintyala, Fergus County
District Court Case DV 2000-146**

Dear Mr. and Mrs. Mintyala:

I am writing to notify you that employees or agents of the Department of Environmental Quality, Great West Engineering, and potential bidders plan to enter the Mister M landfill property owned by you at 9 a.m. on July 29, 2011, to conduct a bid walkthrough. The walkthrough is for the project to recontour the storm water pond and alter the associated drainage that I wrote to you about in January 2011, and about which the Fergus County District Court entered an order on June 13, 2011.

Sincerely,

Norman J. Mullen
Attorney for Department
406-444-4961 voice; 444-4386 fax
nmullen@mt.gov email

encls.
c. DEQ- ENF, WUTMB-SW, chron

RECEIVED

JUL 26 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

MEETING NOTES

PROJECT NUMBER _____ SHEET _____ OF _____
 NOTES ISSUED BY _____
 DATE _____ REGION _____

SUBJECT MR. M. MODS PROJECT

MEETING DATE 7/1/11

LOCATION _____

ATTENDEES:

Vicki

NOTES BY: T. Stepp

TOPICS DISCUSSED

ACTION/NOTES

DRA WAGE DECISIONS ⇒ Fergus Co (attach when RFP)

Send Vicki elec copy of "Draft Manual" to:

J:\CONTRACTS - J Drive\MRM

REMED CONSTRUCTION BOILER PLATE ⇒ Brad Smith, JD
 ★ LIMITED CONST BID FORMAT (reduced) ?

Contract boiler plates on J: drive

NOTE: copy of Project Manual ~~copy~~ given to Rick, Mary, Martin, Vicki
 after meeting on 6/6/11

Stepp, Tim

From: Stepp, Tim
Sent: Wednesday, June 29, 2011 10:46 AM
To: 'Bob Church'
Cc: Stephanie Reinig; Thompson, Ricknold
Subject: RE: Mr. M Bid Packet

Bob,

We have reviewed the cost estimates provided. Upon consideration of your proposal, it seems that MDEQ has expended its options for flexibility in amending the Great West sole-source contract.

The Department has therefore decided to complete the bid package and bid process ourselves.

Thanks for your continued assistance to answer bidder's questions.

Tim

From: Bob Church [<mailto:bchurch@greatwesteng.com>]
Sent: Tuesday, June 21, 2011 3:37 PM
To: Stepp, Tim; Thompson, Ricknold
Cc: Stephanie Reinig
Subject: RE: Mr. M Bid Packet

Tim, Here are our estimates per your request.

For us to assemble the entire contract documents including the boilerplate in DEQ's bidding format would cost \$1,000.

If you want us to print out the spec books/plans, distribute them to interested contractors and maintain a planholders list, that would cost an additional \$700 plus we would charge each contractor that wanted a hard copy \$50 per set.

If you want us to review bids and prepare bid tabs that would cost an additional \$500.

I know DEQ does its own copying, advertising and distributing bid packages but I put these prices in here just to clarify again what we are doing and what DEQ is doing on the project. DEQ also would typically review the bids and prepare a bid tabulation. DEQ also normally does the contracting so I have not included any time in our estimate for this task.

Let me know if you are interested in us doing any of the above tasks. I will then put a scope of work together and DEQ can incorporate it into an amendment to our engineering contract. Thank you and if you have any questions give me a call.

Robert E. Church, PE | Principal
Great West Engineering, Inc.
DIRECT (406) 495-6177

From: Stepp, Tim [<mailto:Tstepp@mt.gov>]
Sent: Thursday, June 16, 2011 4:33 PM
To: Bob Church; Stephanie Reinig
Cc: Hendrickson, Mary; Thompson, Ricknold
Subject: Mr. M Bid Packet

Bob,

The MDEQ has reviewed the design and draft bid packet for the Mr. M Project to modify the storm water drainage system at the closed Class II landfill in Lewistown. We approve the project as proposed.

We intend to select the bidder and award the contract as planned.

Would you, however, provide us with a cost estimate to amend your contract to complete the boilerplate per MDEQ Remediation format. We feel that this change would expedite the process so that we may proceed without delay. The access to the site has been obtained from the court.

Please contact Rick or Mary if you have questions. I'll be back week after next.

Thanks.

Tim

TIM STEPP

Environmental Engineer - Solid Waste Program
Waste & Underground Tank Management Bureau
Permitting & Compliance Division



Lee Metcalf Building
1520 East Sixth Ave
P.O. Box 200901
Helena, MT 59620-0901

Phone 406-444-4725
Fax 406-444-1374
email: tstepp@mt.gov



COPY

CLERK OF THE
DISTRICT COURT
PHYLLIS D. SMITH

2011 JUN 13 AM 11 24

FILED
BY *Jayla R. Roney*
DEPUTY

RECEIVED

JUN 14 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

MONTANA TENTH JUDICIAL DISTRICT COURT, FERGUS COUNTY

STATE OF MONTANA ex rel.
DEPARTMENT OF ENVIRONMENTAL
QUALITY,

Plaintiff,

vs.

MARVIN MINTYALA and SANDY
MINTYALA, as individuals and as officers,
directors, and shareholders of Mister "M"
Disposal Inc., MISTER "M" DISPOSAL,
MISTER "M" DISPOSAL INC., et al,

Defendants.

Case No.: DV-2000-146

**ORDER AUTHORIZING AND
REQUIRING ENTRY ON
LANDFILL TO RECONSTRUCT
POND AND RECONTOUR
DRAINAGE**

THIS MATTER having come before the court upon the Department's Motion, and the
Court having fully reviewed this matter,

HEREBY FINDS that:

1. Defendants Marvin and Sandy Mintyala (Mintyalas) have not performed required
inspections and reporting concerning the status of their landfill.

2. The Department has notified the Mintyalas of storm water problems at the Mister M
Landfill, and has requested them to act to fix the problems.

COPY

3. The Mintyalas have not acted to fix the problems.

4. The Department has requested the Mintyalas' consent to allow the Department and its employees and contractors to enter the Landfill to conduct work to fix the problems.

5. The Mintyalas did not respond to the Department's request for consent to enter.

6. The Department has contracted with an engineer to recommend a remedy for the storm water problems, and has requested an order authorizing it and its employees, contract engineer, potential bidders, and contractor to enter the Landfill to conduct first a one-day walk-through and then a three week project to conduct the work for the remedy.

7. The Department has offered to notify the Mintyalas and this Court five days before each entry.

8. The Department has offered to give notice if, due to weather or other unforeseen circumstances, more time is needed to complete the work for the remedy.

9. It is reasonable for the Department's employees, its contract engineer, and potential bidders to enter the Landfill property during one day in June or July 2011 for a bid walk-through.

10. It is reasonable for the Department's employees, its contract engineer, and successful bidder/contractor to enter the Landfill property for three weeks during July and August to conduct the work for the remedy.

11. It is reasonable to require the Department to give notice if, due to weather or other unforeseen circumstances, it believes more time is needed to complete the work for the remedy.

Therefore, the Court CONCLUDES that:

1. It is appropriate for this Court to appoint the Montana Department of Environmental Quality (Department) to contract to perform the work requested, and to order that Department employees, bidders, and contractors may enter the Landfill property to review it during a bid walk-through and then to perform that work.

2. It is appropriate to Order the Defendants to allow such entry by Department

employees, potential bidders, and contractors.

It is therefore ORDERED that:

1. the Department is authorized to contract to conduct the post-closure care of the storm water control system at the Mister M Landfill that was described in the motion;

2. Department employees, contract engineer, and potential bidders may enter onto the Landfill property at 7-9 Boyd Creek Road, described as located at 7 & 9 Boyd Creek Rd., described as PT E2SW4, PT W2SE4, AS SHOWN ON COS 439, SEC. 8, T. 15N, R. 19E, in Fergus County, Montana, on one day in June or July 2011 to view the storm water control system for the purpose of preparing a bid for a contract to remedy problems with that system.

3. Department employees, contract engineer, and the successful bidders may enter onto that Landfill property for three weeks during July and August 2011 to construct the remedy for the problems with the storm water control system identified in the motion.

4. The Department shall give the Mintyalas five days' advance notice by regular mail of the entries in the two immediately preceding paragraphs.

//

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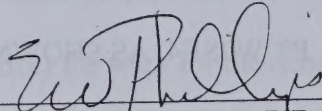
//

//

1 5. If the Department believes entry during an additional period is necessary
2 due to weather or other unforeseen circumstances, it shall give the Mintyalas and this
3 Court written notice by mail. Unless this Court orders otherwise, the entry may proceed
4 during an additional period in July and August 2011 without additional order.

5 6. Defendants shall allow the entries referred to in this Order.

6
7 DONE and DATED 6/13, 2011.

8 
9 _____
10 DISTRICT COURT JUDGE



**Montana Department of
ENVIRONMENTAL QUALITY**

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

COPY

Brian Schweitzer, Governor
Richard H. Opper, Director

May 19, 2011

RECEIVED

MAY 23 2011

Dept. of Enviro. Quality
Waste & Underground
Tank Management Bureau

Phyllis D. Smith
Clerk of 10th Judicial District
PO Box 1074
Lewistown MT 59457-1074

**Re: Motion & Brief for Post-Judgment Relief to Enter Landfill to Reconstruct Pond in
DEQ v. Marvin and Sandy Mintyala, Fergus County District Court Case DV 2000-146**

Dear Ms. Smith or Clerk's staff:

I am enclosing, for the case referred to above, an original and a copied first page of the Motion and Brief referred to above, the original and two copies of a proposed order, two self-addressed, stamped envelopes (SASEs), and one stamped envelope addressed to the Mintyalas.

Please date-stamp the copied first page and send it back to me in the SASE.

If the court enters the order, please send copies to the parties in the envelope provided.

Thank you for your assistance. Please contact me if there are any problems with my request or if you have any questions.

Sincerely,

Norman J. Mullen
Attorney for Department
406-444-4961 voice; 444-4386 fax
nmullen@mt.gov email

encls.

c. DEQ- ENF, WUTMB-SW, chron

1 Norman J. Mullen
2 Special Assistant Attorney General
3 Department of Environmental Quality
4 Legal Unit, Metcalf Building
5 P.O. Box 200901
6 Helena, Montana 59620-0901
7 Telephone: (406) 444-4961

8 Attorney for Department

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MAY 23 2011

DEPT. OF ENVIRO. QUALITY
WASTE & UNDERGROUND TANK
MANAGEMENT BUREAU

MONTANA TENTH JUDICIAL DISTRICT COURT, FERGUS COUNTY

9 STATE OF MONTANA ex rel.
10 DEPARTMENT OF ENVIRONMENTAL
11 QUALITY,

12 Plaintiff,

13 vs.

14 MARVIN MINTYALA and SANDY
15 MINTYALA, as individuals and as officers,
16 directors, and shareholders of Mister "M"
17 Disposal Inc., MISTER "M" DISPOSAL,
18 MISTER "M" DISPOSAL INC., et al,

19 Defendants.

Case No.: DV-2000-146

**MOTION & BRIEF FOR POST-
JUDGMENT RELIEF TO ENTER
LANDFILL TO RECONSTRUCT
STORM WATER POND AND
RECONTOUR POND DRAINAGE**

20 The Montana Department of Environmental Quality (Department) hereby moves,
21 pursuant to the Judgment in this case and to correct and prevent violations of the Montana Water
22 Quality Act, for an order authorizing it and its contracted engineer and project contractor to
23 enter, and requiring the Mintyalas to allow entry to, the former Mister M landfill property
24 (Landfill) to reconstruct and recontour the storm water detention and drainage system at the
Landfill to correct problems and allow it to function properly. Currently, it is not draining

1 properly, and may be illegally discharging sediment to a coulee. It is also leaking water that is
2 permeating a railroad embankment and possibly then leaking into a neighbor's basement.

3 The project would consist first of a walk-through at the property by the Department, its
4 contract engineer, and potential bidders on one day in June or early July 2011. After the contract
5 is awarded, the Department, engineer, and successful bidder will need to enter the Landfill for a
6 minimum of three weeks during July and August 2011 to conduct the necessary work.

7 The Department submits the following brief in support of this motion.

8
9 **BRIEF**

10 BACKGROUND:

11 The Department filed this action in 2000 to require Defendants Mister M Disposal Inc.
12 and Marvin and Sandy Mintyala (Defendants) to conduct post-closure care at their Mister M
13 Landfill east of Lewistown (Landfill), located at 7 & 9 Boyd Creek Rd., in Fergus County,
14 Montana (the Property) as required by Montana's solid waste laws and implementing
15 administrative rules. Defendants failed to answer or otherwise appear, and the Clerk of Court
16 entered default. After a hearing, this Court entered default judgment against Defendants on
17 September 13, 2002.

18 The Default Judgment, at p. 14, ¶ 7, authorized the Department to direct the trustee of the
19 post-closure financial assurance trust fund established for the Landfill to spend trust money to
20 pay for the costs of post-closure care, which includes maintaining and repairing systems at the
21 landfill so they do not violate water quality requirements or harm adjacent landowners. In the
22 Default Judgment, at p. 16, ¶ 12, this Court retained jurisdiction to enforce the Default Judgment
23 and Montana law and rules until the end of the 30-year post-closure care period.

24 //

1 The Mintyalas have not reported that they have conducted any post-closure care at
2 the landfill since 2000, and because ground water monitoring and inspections needed to
3 be conducted, the Department has used the trust fund to pay for some work to be done,
4 and has assigned staff to undertake some post-closure care work, also. See Status Report
5 on Well Drilling and Abandonment Project filed in this case on January 21, 2011.

6 At the Mister M Landfill, the Mintyalas had a storm water control system
7 constructed. It consists of an upper storm water detention pond, a culvert that drains to a
8 lower pond, and then drainage from the lower pond to a natural coulee that leads to a
9 ditch along the north side of Highway 87 and then through culverts south under the
10 highway to Boyd Creek. Affidavit of Department Hydrogeologist Martin Van Oort (Van
11 Oort Affidavit), Exhibit 1, at ¶ 8.

12 In response to concerns raised by a neighbor to the Landfill that the upper pond
13 was leaking water into her house, the Department has investigated and also hired an
14 engineer to investigate and prepare recommendations. Van Oort Affidavit), Exhibit 1, at
15 ¶ 13.

16 The Department has concluded, based partly on the engineer's investigation, that the
17 pond was leaking water into a railroad embankment, and concluded that the water in the railroad
18 embankment may be seeping into the house. The Department is also concerned that the storm
19 water detention pond and drainage system are not functioning properly to keep sediment out of
20 state waters when a large rainstorm occurs. Currently, the upper storm water detention pond is
21 holding too much water without draining. The culvert that allows water in it to drain to the
22 lower pond has been damaged, so that there is no way for it to drain to the lower pond and then
23 to the coulee that provides natural drainage from the lower pond. Van Oort Affidavit, Exhibit 1,
24 at ¶¶ 9-12.

1 Too much water in the upper pond is also causing seepage of storm water into the
2 permeable railroad embankment uphill of the neighbor's home, which may be causing seepage
3 into the home's basement.

4 Because it is holding too much water, there is a risk that when a 25-year, 24-hour storm
5 (the storm for which a storm water control system must be designed, as set forth below) strikes
6 and sends runoff into the upper pond, it will fill even more, and water will spill over the top of
7 the soil dam of the pond. This could cause the dam to be severely eroded and breached, resulting
8 in sediment being flushed out of the pond by rushing water, through the lower pond, and into the
9 adjacent coulee. Exhibit 1 at ¶¶ 9-11.

10 Inadequate maintenance of the upper pond has resulted in sediment building up in it,
11 decreasing its storage capacity and providing habitat for willows to sprout and grow. Willow
12 roots have penetrated the pond's liner, creating a pathway for water to enter the ground below
13 the pond. In addition, freeze-thaw activity and drying have caused cracking in the liner, further
14 allowing seepage to the railroad embankment and possibly the neighbor's home. Exhibit 1 at ¶
15 12.

16 To address these issues, the engineer recommended, and the Department approved, an
17 alternative in which an outflow from the pond and a drainage system would be constructed. That
18 would maintain the pond at the level necessary to allow it to receive the storm water from a 25-
19 year, 24-hour storm and allow the sediment to settle in the pond before the water drains away.
20 During construction, if determined feasible by the Department and project engineer, the pond's
21 capacity may be increased by removing some of the sediment in it. Exhibit 1 at ¶ 13.

22 If the project is constructed, when water from the upper pond drains through the outflow,
23 the water level in the pond will be lowered, and the water pressure on the pond's soil liner will
24 be reduced. Also, the pond level should drop below the level of the willows that are growing in

1 the liner. Both of these should reduce seepage into the adjacent railroad embankment. Exhibit 1
2 at ¶ 14.

3 The Department and the engineer have entered into a contract for the engineer to
4 complete the design and oversee the bidding and construction of the project. They believe that
5 the project will take about three weeks if weather cooperates. They wish to conduct the project
6 in the normal dry season, in July and August, of 2011. Once the engineer has prepared the bid
7 documents for the construction of the remedy and sent them to potential bidders, the engineer,
8 bidders, and Department will need to enter the property for a walk-through. This should take
9 place on one day several weeks before the work under the contract starts. Once the contract is
10 awarded, access will be needed for at least three weeks for the construction to take place.

11 Exhibit 1 at ¶ 16.

12 If wet weather makes the ground impassable to heavy equipment, or if other unexpected
13 problems occur, and more than three weeks is needed to complete the project, additional time or
14 entry might be needed. Exhibit 1 at ¶ 17.

15 The Mintyalas have not taken any action during the post- closure care period to correct
16 this or other maintenance problems at the Mister M Class II landfill. The Department notified
17 the Mintyalas of these problems in an Inspection Report and letter dated January 21, 2008
18 (attached here as Exhibit 2). The Department also sent the Mintyalas a letter on January 6, 2011
19 (attached as Exhibit 3) , asking them for their consent for the Department to enter the Landfill
20 property to conduct this storm water systems remedy. That letter notified them that the
21 Department would file this motion if they did not respond. The Mintyalas have not responded.
22 Exhibit 1 at ¶ 15.

23 //

24 //

1 **SUMMARY OF ARGUMENT:**

2 The Mintyalas have not inspected their landfill or reported to the Department on the
3 condition of the storm water control system. The Department and its engineer have investigated
4 and concluded that reconstruction of the upper pond and recontouring of the drainage are
5 necessary to prevent sediment from contaminating waters of the state, and to prevent water from
6 the pond from seeping into the railroad embankment, and possibly into the neighbor's house.
7 They need to bid out the project, which requires a one-day bidders' walkthrough and then at least
8 three weeks of work at the Landfill. The Department has requested the Mintyalas' permission to
9 enter, and has not received a response. The Department needs an order authorizing it and its
10 contractors to enter to conduct the project, and requiring the Mintyalas to allow the entry.

11
12 **ARGUMENT:**

13 Current Concerns- Sediment Discharged to State Waters, Pond Leaking to Embankment
14 and Possibly Neighbor's House:

15 Montana's solid waste administrative rules, specifically ARM 17.50.1404(8), require a
16 landfill owner or operator to annually inspect and report on the conditions at a landfill, and to
17 comply with post-closure care requirements at a landfill determined by the Department to be
18 necessary to protect health or the environment:

19 During the post-closure care period the owner or operator of a facility containing
20 a Class II or Class IV landfill unit shall:

- 21 ...
22 (c) annually inspect and submit to the department a report on the condition of all
23 landfill systems; and
24 (d) comply with any other post-closure care requirements determined by the
department to be necessary to protect human health or the environment.

25 Although required by this Court's order to comply with Montana law and rule, the
26 Mintyalas have not inspected or reported on their Class II landfill as required. The

1 Department has continued to inspect, and has hired an engineer to make
2 recommendations to address the problems with the Landfill storm water control system.

3 A landfill such as the Mister M Landfill is required by ARM 17.50.1109(1)(a) to
4 have a storm water control system. That system must detain the water from the largest
5 storm expected to occur each 25 years in a 24-hour period, or a 25/24 storm. After it
6 detains the water from a storm, and causes the sediment in the water to settle, it must
7 release the water slowly so as not to release the sediment.

8 Water in a coulee is a state water. § 75-5-103(33)(a), MCA. The Montana Water
9 Quality Act prohibits the discharge of sediment into state waters, because sediment is included in
10 the definition of "other wastes" in § 75-5-103(23), MCA, and § 75-5-605(2)(c), MCA, prohibits
11 the discharge of other wastes into state waters.

12 Because the Landfill's storm water control system is not functioning properly, it may be
13 discharging sediment into state waters, in violation of the Water Quality Act. It may also be
14 allowing seepage of water into the railroad embankment, and that water may then be leaking into
15 the neighbor's home.

16 The Department believes that it is appropriate for this Court to enforce the Default
17 Judgment and requirements of Montana law and rule by authorizing the Department and its
18 employees and contractors to enter the Landfill property to reconstruct the storm water pond and
19 to recontour the drainage system. This would likely prevent waters of the state in the coulee
20 from being contaminated by sediment, and could also prevent the seepage of water into the
21 neighbor's home.

22 As noted above, the Department intends to direct the trustee of the Mister M Landfill's
23 trust to pay for this work.

24 //

1 The Department requests that its employees, the engineer, and potential bidders be
2 allowed to enter the Landfill, and that the Mintyalas be required to allow that entry, for the bid
3 walk-through in June or July 2011, and that the Department's employees, engineer, and
4 successful bidder be allowed to enter, and that the Mintyalas be required to allow that entry, for
5 three weeks during July and August to construct the storm water system repair project described
6 above. The Department proposes that the order include a requirement that it notify the Mintyalas
7 by mail five days before both the walk-through and the start of construction.

8 The Department further requests that it be required to give the Mintyalas and this Court
9 notice if additional time is needed. This would allow the Mintyalas to object to additional time
10 for entry. However, the Department requests that, unless the court orders otherwise, it and the
11 engineer and contractor, and their agents, be authorized to enter during July and August 2011 for
12 the period needed to complete this project.

13
14 **CONCLUSION:**

15 Because the upper storm water detention pond may be discharging sediment into waters
16 of the state, violating the Water Quality Act, and because it may be seeping into the adjoining
17 landowner's home, the Department wishes to spend money from the Mister M post-closure care
18 trust to reconstruct it and recontour the drainage so it does discharge sediment into state waters
19 and does not seep into the home. The Mintyalas are not maintaining their landfill property, and
20 did not respond to the Department's requests for them to act or to consent to the Department's
21 entry. Therefore, it is equitable and appropriate to authorize the Department and its engineer and
22 bidders/contractor to enter, first for a one-day walk-through and then for three weeks to conduct
23 the work. It is also equitable and appropriate to require the Mintyalas to allow the entry. The
24

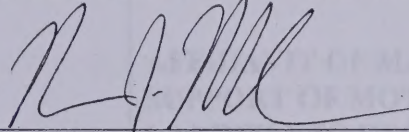
1 Department proposes to give five days' advance notice of the entries, and also to give notice if
2 additional time is needed.

3 If this court authorizes the entry, the Department will direct the trustee of the Landfill
4 financial assurance trust to pay for the work.

5
6 WHEREFORE, the Department requests that this Court enter appropriate Orders
7 allowing it and its contractors and agents to enter, and requiring the Mintyals to allow the entry.
8 A proposed Order is enclosed.

9 Respectfully submitted,

10 STATE OF MONTANA
11 DEPARTMENT OF ENVIRONMENTAL QUALITY

12 

13 May 19, 2011

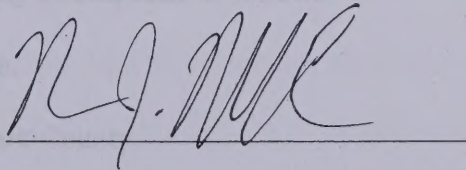
14 By:

15 NORMAN J. MULLEN
16 Special Assistant Attorney General

17 **CERTIFICATE OF SERVICE**

18 The undersigned hereby certifies that a true and correct copy of the foregoing Motion and
19 Brief for Post-Judgment Relief to Enter Landfill to Reconstruct Pond and Recontour Drainage
20 was sent on May 19, 2011, via U.S. Mail, postage pre-paid, to the defendants, addressed as
21 follows:

22 Marvin Mintyala
23 Sandy Mintyala
24 1265 Elm Street #34
Clarkston WA 99403-2374



1 Norman J. Mullen
Special Assistant Attorney General
2 Department of Environmental Quality
Legal Unit, Metcalf Building
P.O. Box 200901
3 Helena, Montana 59620-0901
Telephone: (406) 444-4961

4 Attorney for Plaintiff
5
6
7

8 MONTANA TENTH JUDICIAL DISTRICT COURT, FERGUS COUNTY

9 STATE OF MONTANA ex rel.
DEPARTMENT OF ENVIRONMENTAL
10 QUALITY,

11 Plaintiff,

12 vs.

13 MARVIN MINTYALA and SANDY
MINTYALA, as individuals and as officers,
14 directors, and shareholders of Mister "M"
Disposal Inc., MISTER "M" DISPOSAL,
15 MISTER "M" DISPOSAL INC., et al,

16 Defendants.

Case No.: DV-2000-146

**AFFIDAVIT OF MARTIN VAN OORT IN
SUPPORT OF MOTION TO ENTER
LANDFILL TO RECONSTRUCT POND
AND RECOUNTOUR DRAINAGE**

17 I, Martin Van Oort, being duly sworn, state as follows:

18 1. I am over 18 years of age.

19 2. I reside in Lewis and Clark County.

20 3. I am a Department employee who is responsible for reviewing this project and for
21 helping to develop a remedy to correct potential storm water and seepage problems at the Mister
22 M Landfill.

23 4. I have worked for the Department as a Hydrogeologist in the Solid Waste Section for
24 2 ½ years.

1 5. My education, training, and experience relevant to this matter are as follows: I have
2 received the degrees of Bachelor of Science and Master of Science in Geology. These degrees
3 included coursework in surface water flow processes and the processes and mechanisms
4 involved in infiltration of surface water through earthen materials. The emphasis of my Masters
5 degree was in Hydrogeology, which deals with the occurrence and movement of water in the
6 subsurface, including seepage in the unsaturated zone. I have worked as a Hydrogeologist for
7 over 5 years on many projects involving surface water and groundwater interaction.

8 6. I have inspected the Landfill for compliance with the solid waste laws and rules
9 generally, and for compliance with storm water requirements specifically. My inspections and
10 familiarity with the Landfill site, my review of the Department's files, and my knowledge and
11 experience with Landfill regulatory requirements, lead me to the following observations and
12 conclusions.

13 7. A storm water system at a landfill such as the Mister M Landfill is required by
14 ARM 17.50.1109(1)(a) to detain the water from the largest storm expected to occur each
15 25 years in a 24-hour period, or a 25/24 storm.

16 8. The storm water control system at the Landfill consists of an upper storm
17 water detention pond, a culvert that drains to a lower pond, and then drainage from the
18 lower pond to a natural coulee that leads to a ditch along the north side of Highway 87
19 and then through culverts south under the highway to Boyd Creek.

20 9. Currently, the upper storm water detention pond is holding too much water without
21 draining. The culvert that was installed to allow it to drain to the lower pond has been damaged,
22 so that there is no way for it to drain to the lower pond.

23 10. Because the upper pond is holding too much water, there is a risk that when a 25/24
24 storm strikes and sends runoff into the pond, it will fill even more, and water will spill over the

1 top of the soil dam of the pond. This could cause the dam to be severely eroded and breached,
2 resulting in sediment being flushed out of the pond by rushing water into the adjacent coulee.

3 11. Too much water in the upper pond is also causing seepage of storm water into the
4 permeable railroad embankment uphill of a neighbor's home, which may be causing seepage into
5 the neighbor's yard and the basement of that home.

6 12. Inadequate maintenance of the upper pond has resulted in sediment building up in the
7 pond, decreasing its storage capacity and providing habitat for willows to sprout and grow.
8 Willow roots have penetrated the pond's liner, creating a pathway for water to enter the ground
9 below the pond. In addition, freeze-thaw activity and drying have caused cracking in the liner,
10 further allowing seepage out of the pond.

11 13. So, to address the potential contamination of state water by sediment, and to
12 investigate and address the neighbor's concern about seepage out of the pond, the Department
13 contracted with Great West Engineering to evaluate alternatives that would allow for proper
14 management of the storm water at the Landfill. The engineer recommended, and the Department
15 approved, an alternative in which an outflow from the pond and a drainage system would be
16 constructed. That would maintain the pond at the level necessary to allow it to receive the storm
17 water from a 25/24 storm and allow the sediment to settle in the pond before the water drains
18 away. During construction, if determined feasible by the Department and project engineer, the
19 pond's capacity may be increased by removing some of the sediment in it.

20 14. If the project is constructed, as water from the pond drains through the outflow, the
21 water level in the pond will be lowered, and the water pressure on the pond's soil liner will be
22 reduced. Also, the pond level will remain below the level of the willows that are growing in the
23 liner. Both of these should reduce seepage into the adjacent railroad embankment.

24

1 15. The Mintyalas have not taken any action during the post-closure care period to
2 correct this or other maintenance problems at the Mr. M Class II landfill. The Department
3 notified the Mintyalas of these problems in an Inspection Report and letter dated January 21,
4 2008, attached to the Motion for Entry as Exhibit 2. The Department also sent the Mintyalas a
5 letter on January 6, 2011, attached as Exhibit 3, asking them for their consent for the Department
6 to enter the Landfill property to conduct this storm water systems remedy. That letter notified
7 them that the Department would file this motion if they did not respond. The Mintyalas have not
8 responded.

9 16. In preparation for this project, the Department has signed a contract with Great West
10 Engineering to design the project and oversee the bid solicitation process. See contract, attached
11 as Exhibit 4. The Department and the engineer believe that the project will take about three
12 weeks if weather cooperates. They have selected the normal dry season, in July and August, of
13 2011, to conduct this project. Once the engineer has prepared the bid documents for the
14 construction of the remedy and sent them to potential bidders, the engineer, bidders, and
15 Department will need to enter the property for a walk-through. This would take place several
16 weeks before the work under the contract starts, and would be completed in one day. Then,
17 access will be needed for at least three weeks for the construction to take place. The Department
18 requests that the engineer, construction contractor, and it be allowed to enter, and that the
19 Mintyalas be required to allow that entry, for three weeks during July and August.

20 17. The Department proposes including in the order that that it will notify the Mintyalas
21 by mail five days before the walk-through and five days before construction starts. The
22 Department believes that if wet weather or some other unforeseen event occurs, more than three
23 weeks could be needed to complete the project. In that case, the Department proposes to give the
24 Mintyalas and this Court notice, but requests that unless this Court orders otherwise, it and the

1 engineer and contractor, and their agents, be allowed to enter during July and August to complete
2 this project.

3 18. That completes my affidavit.

4 *M Van Oort*
5 Martin Van Oort

6 STATE OF MONTANA)

7 :SS
County of Lewis & Clark)

8 Subscribed and sworn to before me by Martin Van Oort this 15th day of May, 2011.

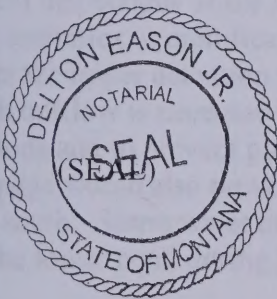
9 *Delton Eason Jr.*
10 NOTARY PUBLIC for the State of Montana

11 DELTON EASON JR.
Printed Name of Notary

12 Title Notary Public

13 Residing at Helena Montana

14 My commission expires: July 31, 2011



1. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the Department of the Interior.

2. This project was completed on the 15th day of May, 1967, at Washington, D.C.

3. The undersigned is a duly qualified and experienced geologist and is duly licensed to practice his profession in the State of California.

4. The undersigned is a resident of the State of California and is duly licensed to practice his profession in the State of California.

5. The undersigned is a resident of the State of California and is duly licensed to practice his profession in the State of California.

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23. The undersigned is a resident of the State of California and is duly licensed to practice his profession in the State of California.

24. The undersigned is a resident of the State of California and is duly licensed to practice his profession in the State of California.

25. The undersigned is a resident of the State of California and is duly licensed to practice his profession in the State of California.





Montana Department of
ENVIRONMENTAL QUALITY

MAILED COPY
4-8-11

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

April 7, 2011

Marvin & Sandy Mintyala
1265 Elm St. #34
Clarkston, WA 99403-2374

**RE: NOTICE—INADEQUATE STORM WATER CONTROL
Mister M Class II Landfill (Lic. #302)**

Dear Mr. and Mrs. Mintyala:

The Department of Environmental Quality (Department or MDEQ) has previously notified you regarding the pressing need for post-closure care (latest letter dated 1/6/2011) and you have failed to respond to allow entry by contracted third parties or to notify the Department that you have taken the action necessary to maintain the subject facility as required [ARM 17.50.1404(1)]. Based on recent inspections of the site by Department personnel and contractors, there exists no evidence of any activities or modifications by you that would allow for the controlled outflow of storm water from the upper detention pond (last Inspection Rpt. dated 1/21/08). As explained in our last notice, such outflow is necessary to periodically lower the pond water level prior to anticipated high-water periods and to prevent pond seepage into the adjacent railroad embankment. The elimination of seepage would also prevent the potential impacts to the neighbor's property immediately adjacent to the south. Storm water discharge controls will be installed to provide overflow from the upper pond to the lower pond during high water. Drainage to the downstream coulee will be modified.

Given these circumstances, the Department has required modification of the flawed storm-water runoff systems to adequately control the pond levels and control the potential discharge of storm water to the coulee and thereby avoid any violation of ARM 17.50.1110(1)(a). As you were noticed, the Department contracted an engineer to evaluate the condition of the site as required at least annually [ARM 17.50.1404(8)(c)] and to submit proposals for designs to accomplish necessary maintenance of the landfill storm-water controls as required for approval [ARM 17.50.1404(7)].

You have not yet responded to the Department's request for entry in March-April and July-August (with follow-ups through October) to conduct this project work according to the design plans for the remedy approved by the Department. Consequently, we may request that the judge order the filing of an easement to deed allowing regular entry for the Department and its third-party contractors to conduct the necessary ongoing post-closure care at the facility [ARM 17.50.1401(3)] for the following reasons:

- (1) Your inability to conduct (or hire a contractor to conduct) any post closure care thus far;
- (2) Almost no contact regarding post-closure duties that are required by law and rule;
- (3) Negligence of landfill care causing potential threats to human health and the environment;
- (4) Recurring need for MDEQ to enter and complete various neglected tasks over many years;
- (5) No response to MDEQ requests for third-party access;
- (6) Lack of any local facility contact to expedite the lengthy process for each entry;

4/7/2011

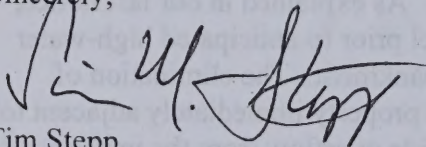
Page 2 of 2

Furthermore, the Department has requested numerous times that you submit for approval a complete Post Closure Plan describing all activities necessary for post-closure care of all solid waste management systems at the facility (last Inspection Report and violation dated 1/21/08). Due to your long-standing lack of response on this issue, the Department intends to commit the resources needed to develop a Post-Closure Plan (PCP) for the Mr. M Landfill facility as required [ARM 17.50.1404(3)]. The PCP will identify the activities necessary to accomplish post-closure care of all Class II landfill systems including annual site inspection and reporting, final cover and vegetation maintenance, storm water and erosion control, detention pond maintenance, methane control, regular methane monitoring, regular groundwater monitoring, sampling, analysis for contaminants, and regular evaluation of the state of all such system performance for the cessation of post-closure care period (to last at least 30 years).

We would appreciate any cooperation that you might provide to assist us in any way possible, but especially to sign the enclosed form providing an easement to conduct the required post-closure care at the facility.

If you have already entered into a contract to complete the necessary detention pond maintenance or to write the PCP, please contact me at the Permitting and Compliance Division: Voice 444.4725 or email tstepp@mt.gov.

Sincerely,



Tim Stepp

Solid Waste Program

Waste & Underground Tank Management Bureau

Encl: Copy of letter from DEQ Attorney Norm Mullen
Landfill Easement Form

Cc: Rick Thompson, Norm Mullen, Ed Thamke, John Arrigo

File: Lic #302 Fergus County/ Mister M Class II/General and .../O&M, .../Closure

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Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Oppen, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

**LANDFILL FORM
RIGHT-OF-WAY SERVITUDE**

PERMITTING & COMPLIANCE DIVISION
WASTE & UNDERGROUND TANK MANAGEMENT BUREAU
SOLID WASTE PROGRAM
(12/9/2010)

We, Marvin and Sandy Mintyala, hereinafter referred to as "MR. M", owner(s) and operator(s) of the Mr. M Class II Landfill and owners of the landfill property, with a business address of 1265 Elm St. #34, Clarkston, WA 99403-2374, hereby grant(s) to the Montana Department of Environmental Quality (MDEQ), PO Box 200901, Helena MT 59620-0901 (Grantee), servitudes, pursuant to Section 70-17-102, MCA (2007), for a right-of-way across the Mr. M Class II Landfill property, Geocode 08246808401020000 described in Book 193, Page 1176 recorded on _____ with the Fergus County, Montana, Recorder. This will be referred to as the "MR. M Property".

Wherever in this servitude the term MDEQ is used, it includes authorized employees and third-party agents or contractors of MDEQ.

The purpose of this right-of-way is for MDEQ to access the MR. M Property at 7 Boyd Creek Road off U.S. Highway 87 approximately 4 miles east of Lewistown, MT, and travel throughout the MR. M Property so that MDEQ may inspect and monitor on the MR. M property for compliance with landfill post-closure care requirements, to remove soil as necessary described in the right to take, and to conduct maintenance, repair, other post-closure care, and corrective action at the MR. M Property as may be determined by the MDEQ in its sole discretion to be necessary.

This right to take authorizes MDEQ to take up to 8500 cubic yards of soil as the Department determines, in its sole discretion, to be necessary to conduct post-closure maintenance or repair of the cover of the landfill located on the MR. M Property, as authorized by Title 75, chapter 10, part 2, MCA, and administrative rules adopted under that part. The right to take applies all areas outside the landfill footprint on MR. M Property.

MDEQ may use automobiles, trucks and heavy equipment on the right-of-way and in removing the soil where the right to take applies.

MR. M has chosen to grant a general right-of-way servitude over its property without surveying specific routes instead of granting a narrowly-prescribed servitude that would have had to been surveyed in detail. Therefore, the MR. M has chosen, and MDEQ has accepted, a general servitude that allows MDEQ to travel anywhere on the MR. M Property in a reasonable manner to accomplish the purposes of post-closure inspection, monitoring, repair, maintenance, and corrective action, at the landfill located on the MR. M Property, and access to the dirt in the right to take on the MR. M Property. The parties intend that the use by MDEQ of one route at one time does not fix or limit MDEQ's right to use another part of the right-of-way or right to take as it determines in its sole discretion to be necessary to accomplish the purposes in the previous sentence.

This right-of-way and right to take is binding on MR. M and its successors and assigns until it terminates. This right-of-way and right to take terminates automatically when MDEQ determines in writing that the post-closure care period at the MR. M landfill is complete according to the MDEQ's post-closure rules then in effect.

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COPY



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor
Richard H. Opper, Director

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

January 6, 2011

Marvin & Sandy Mintyala
1265 Elm Street #34
Clarkston WA 99403-2374

Re: Deconstructing Storm Water Pond and Altering Associated Drainage at Mister M Landfill; DEQ v. Mintyala, Fergus County District Court Case DV 2000-146

Dear Mr. and Mrs. Mintyala:

I am writing to ask you to consent to entry onto the Mister M landfill property owned by you so that the Department and its engineer and contractors can deconstruct the storm water pond and alter the associated drainage system to prevent possible leakage from the pond into the neighboring property.

I am enclosing a memo from the Department's solid waste section supervisor, Rick Thompson, describing the need for the project.

The Department would like to conduct the project in March-April 2011 if conditions permit. If they do not, it would like to do it in July-August. The Department plans to use money from the Mr. M Landfill's trust fund to accomplish the work.

Please contact me to tell me if you consent to the entry. I have provided a signature line at the bottom of the page for you to sign to indicate your consent, an extra copy of this letter, and a self-addressed, stamped envelope for you to use to return it to me. If I have not heard from you by January 21, 2011, the Department will file a motion in the court case asking the judge to order that the access be allowed.

Sincerely,

Norman J. Mullen
Attorney for Department
406-444-4961 voice; 444-4386 fax
nmullen@mt.gov email

consent _____
Marvin Mintyala

date _____

encls.
c. DEQ- ENF, WUTMB-SW, chron

consent _____
Sandy Mintyala

date _____

EXHIBIT



Montana Department of

ENVIRONMENTAL QUALITY

MEMO

To: Norm Mullen, Staff Attorney
From: Rick Thompson, Supervisor, Solid Waste Section
Date: 1-6-2011
Subject: Mr. M Landfill, Lewistown – Site access for storm water pond/drainage repair.

As the beneficiary of the post-closure trust for the Mr. M Landfill (Landfill), and pursuant to p. 14, ¶ 7 of the Default Judgment dated September 13, 2002 in Fergus County District Court Case No. DV 200-146, the Department of Environmental Quality, acting through its Solid Waste Program (SWP), is able to direct the trustee to pay for some of the post closure care at the site. It was recently determined by a third party engineer hired by the SWP that the Landfill's storm water pond leaks during the spring months when it is at full pool. The leaky pond may then affect property owned by another person immediately adjacent and down gradient of the Landfill.

The evaluation conducted by the third party engineer recommends that the pond be repaired and that adjoining drainage features be altered to allow proper drainage. The engineer provided several alternatives for doing so. The SWP has selected an alternative that would deconstruct the pond and modify the drainage to reduce ponding and guide storm water runoff to existing natural drainage. The SWP has entered into a contract with the engineer, Great West Engineering, to design and oversee that work. Access to the Landfill is therefore needed for the engineer to oversee the bidding process for and completion of that work. Part of the oversight of the bidding process would involve conducting a walk-through at the site with potential bidders. Once the contract is awarded, access will then be needed for the contractor(s) to complete the repair of the pond and alteration of adjoining storm water drainage features impacted by the pond, and for engineering oversight and approval.

The SWP anticipates that the repair will take approximately three weeks to complete, but the timing and duration are very dependent on the weather conditions. Dry conditions, i.e., no major rain or snow events that would make access across the site to the work area difficult, or fill the pond with water, would be ideal to allow completion of the work in a timely fashion. Typically, it is fairly dry in the early spring (late March/early April) in the Lewistown area, and if access were granted, the work could be completed before the onset of the spring rains in May and June. The other option is to conduct the work in July or August, when it is typically hot and dry.

Due to the unpredictability of the weather, the SWP is requesting that the Department and its engineer and contractors be given access to the Landfill during March-April 2011 so that the work can be completed during that time if weather and conditions allow. If conditions do not allow, the Department requests that access be granted during July-August 2011.

Contract No.: 511019

Task Order No.:

Modification No.:

*Federal Grant No.:

*Federal Catalog No.:

Mail Code: (Required) 53068

*Note: Federal Grant & Federal Catalog Numbers: Only required when federal funds are used. The numbers are found on the grant award document.

Requestor & Procurement Information: (Complete all sections. Use Program only if a subdesignated section within a bureau and use acronyms or abbreviations to designate Program, Bureau & Division whenever possible)

Requestor: Ricknold Thompson (Contract/Project Manager) 406-444-5345 (Phone No) Program: SWMP

Return Documents To: Designated Contact Person for Program and OIT if Necessary as noted below Bureau: WUTMB

Program: Kristen Dorris (Designated Contact) 406-444-5294 (Phone No) Division: PCD

OIT (Designated Contact) (Phone No)

Contract Purpose: This contract provides engineering services to The Department of Environmental Quality (DEQ) for the repair of drainage concerns at the Mr. M Landfill, located in Lewistown, Montana. Contracted services not to exceed \$13,500.00.

Procurement Justification: As beneficiary of a trust of money to pay for the post-closure care of the Mr. M Landfill facility, the Solid Waste Mgmt. Program within the DEQ desires the engineering and oversight services for the proposed improvements to the drainage system at said facility.

Contract Meets or Exceed \$200,000 Yes ☐ No ☒ If Yes Approvals Received: DEQ Director ☐ OBPP ☐ Email Attached ☐

DB Dev/Upgrade/Maintenance/other IT (Note: All IT Contracts, SOWs & SOW Mods must be approved by OIT/BDB & DOA/ITSD; All IT Task Orders and Task Order Mods must be approved by OIT/BDB)

☐ Yes (If yes, Send to OIT/BDB)

ITPR Required

☐ Yes

☒ No

OIT/BDB Approval

COPY

ITPR Approval Number

Contractor Information: (X the box for type of contractor.)

For Profit: ☒ Owner ☐ LLC ☐ Partnership ☐ Corp ☐ Non-Profit ☐ Education Entity ☐ Gov't Entity

Company: Great West Engineering, Inc

Address: PO Box 4817

Address: 2501 Belt View Drive

City/State/Zip: Helena, MT 59604

Signatory: Robert Church, PE

Tax Id No.: 20-2501633

Title: Vice President

Financial Information: (Complete areas that apply. For mods complete the modification section and change dates(s) & finance info as necessary.)

*Note: Organization Units: If you need additional space for ORG Nos. please use form: H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc & in the first ORG: box put "See Attached". Print both forms and staple together for routing.

Start Date: upon signature 2-22-11 End Date: 10/31/2011 Account Code: 62102

Organizational Units* Fiscal Year: 2010 2011 Fiscal Year: Fiscal Year:

ORG: 575602/02157 Amount: \$13,500.00 Amount: \$ Amount: \$

ORG: Amount: \$ Amount: \$ Amount: \$

ORG: Amount: \$ Amount: \$ Amount: \$

TYPE OF MODIFICATION: ☐ Date Change Contract Total (with mods): \$13,500.00

Funding: ☐ Increase ☐ Decrease ☐ Other (Language | Terms & Conditions) Amount of change to funding: \$

☐ Working Capital Advance* (Working Capital Advances must be requested & justified in writing by Contractor.) Amount: \$

*Note: Financial Services enters advance budget in MTPi upon contract execution; the Division MUST request & authorize payment of the advance.

Bonds, Retainage, Withholding & Insurance Information: (Most contracts only require completion of the insurance & work comp sections. Construction change orders increasing costs requires increasing both the performance & L&M payment bonds) **Important Note:** Prior to work being performed DEQ MUST RECEIVE proof of insurance & work comp as well as "acceptable" originals of all required bonds and/or Letters of Credit!

Performance: ☐ Bond ☐ LOC No. Amount: \$ Expires:

☐ Labor & Materials Payment Bond No. Amount: \$ Expires:

☐ Retainage (\$ or %) 1st Ret: 2nd Ret: ☐ Withholding (% or %):

Insurance: ☒ Liability (L) ☐ Auto (A) or ☐ L&A Combo ☐ Prof. EEO Expires: Work Comp Expires:

Legal and Division Approvals

DEQ Legal Counsel

Bureau Chief / Authorizing Agent

Division Fiscal Officer / Contracts Reviewer

Division Administrator

Financial Services Approvals

Date

Date

Date

Date

Contract Document Logged into FS

FS Budget Analyst

Contracts Officer

Director Approval If Required (or Contract Mailed)

Date

Date

Date

Date

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana Department of Environmental Quality (DEQ) and Great West Engineering, Inc. (Contractor). This Contract is entered into in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, Chapter 5, for the purpose of repairing drainage concerns at the Mr. M Landfill located in Lewistown, Montana.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1. Contract Term. This Contract shall take effect upon signature and terminate on October 31, 2011), unless terminated earlier in accordance with the terms of this Contract. (§ 18-4-313 MCA.)

3. SERVICES AND/OR SUPPLIES

3.1. Contractor shall provide DEQ with the following services:

3.1.1. Design Plan, Technical Specifications and Bid Documents: Contractor shall prepare design plans and technical specifications for the improvements proposed under Alternative #1 in the "Investigation, Analysis and Recommendations for Pond Leakage and Water Damage – Mr. M. Landfill, Lewistown, Montana", prepared by Mr. Bob Church of Contractor, dated October 4, 2010. This includes obtaining DEQ approval of the plans and specifications. Contractor is also required to obtain utility permits from Fergus County and the Montana Department of Transportation. Contractor shall also prepare the project special provisions, bid form, and measurement and payment sections of the bid document.

3.1.2. Bidding Process: Contractor shall be available to address questions posed by potential bidders during the bid process and to help prepare any addendums as required.

3.1.3. Construction Inspection, Management, and Certification: Contractor shall conduct an on-site pre-construction conference with the contractor that wins the bid and DEQ to review and approve contractor shop drawings and submittals, and to review contractor requests for information and pay requests. Contractor shall conduct two interim inspections and one final inspection of the project; prepare a punch list after the final inspection; and, upon completion of the project, provide DEQ with a certification of completion.

3.1.4. The duty of Contractor to perform the services in 3.1.2 and 3.1.3. and the duty of the Department to pay for them are contingent on the Fergus County District Court granting access to the Department and its contractors. The Department shall file a motion requesting access by the end of January 2011.

3.2. Upon completion of the work, Contractor shall provide DEQ with a final invoice for the work performed.

4. CONSIDERATION/PAYMENT

4.1. In consideration of services rendered pursuant to this Contract, the State agrees to reimburse Contractor for employees and expenses at the rate indicated in the attached rate sheet, up to a maximum of \$13,500.

4.2. DEQ will reimburse Contractor within 30 days after receipt of each billing statement, contingent upon acceptable performance of the work.

4.3. Contractor shall not use the funds received under this Contract to supplant other Contractor budgeted expenses or funds.

5. ACCESS AND RETENTION OF RECORDS

5.1. Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Montana Code Annotated § 18-1-118.)

5.2. Retention Period. The Contractor agrees to create and retain records supporting the services provide for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor may not assign, transfer or subcontract any portion of this Contract without the express written consent of the State. (Montana Code Annotated § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, and while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except for the sole negligence of the State, under this Contract.

8. REQUIRED INSURANCE

8.1. General Requirements. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2. Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

8.3. Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

8.4. Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

8.5. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6. Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A-, indicating compliance with the required coverages, was received by the Department of Environmental Quality prior to execution of this Contract. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither the Contractor nor its employees are employees of the State. Contractor and any subcontractor must comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance or exemption must be valid for the entire term of the Contract. If the insurance or exemption used as proof of compliance expires during the term of this Contract or a renewal, Contractor shall immediately send to the Department's liaison proof of current insurance/exemption.

10. COMPLIANCE WITH LAWS

The Contractor and any subcontractor must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

11. CONTRACT TERMINATION

11.1. Termination for Cause. The State may, by written notice to the Contractor, terminate this Contract in whole or in part at any time the Contractor fails to perform this Contract.

11.2. Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

11.3. Lack of Access. This contract will be terminated if legal access to the site for the work is not granted by the Fergus County District Court to the State by August 30, 2011.

12. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this Contract shall be coordinated between the State's liaison and the Contractor's liaison.

Ricknold Thompson, will be the liaison for the Department.

Address: Montana Department of Environmental Quality
Waste and Underground Tank Management Bureau
Solid Waste Section
PO Box 200901
Helena, MT 59620-0901

Telephone: (406) 444-5345

Fax: (406) 444-1374

E-mail: rithompson@mt.gov

Robert Church, PE, will be the liaison for the Contractor.

Address: PO Box 4817 (2501 Belt View Drive)
Helena, MT 59604

Telephone: 406-449-8627

Fax: 406-449-8631

E-mail: bchurch@greatwesteng.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

13. CHOICE OF LAW AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

14. SCOPE, AMENDMENT AND INTERPRETATION

This Contract consists of five numbered pages and contains the entire Contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

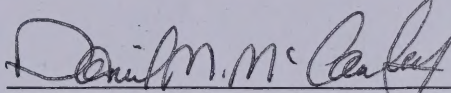
15. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

GREAT WEST ENGINEERING

2/22/11
DATE

BY:

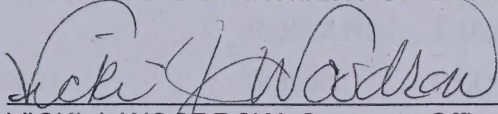

~~ROBERT CHURCH, PE, Principal~~
DANIEL M. McAULEY, PE PRESIDENT
PO Box 4817
Helena, MT 59604

Federal Employer's ID No.: 20-2501633

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

01/28/11
DATE

BY:

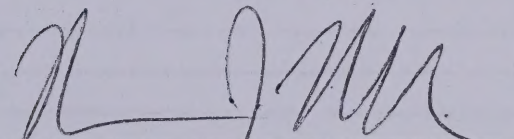

VICKI J. WOODROW, Contracts Officer

Financial Services
Metcalf Building, Room 003
1520 E. Sixth Avenue
Helena, MT 59620-0901

Approved as to Legal Content:

1/24/11
DATE

BY:


DEQ Attorney



PO Box 4817
2501 Belt View Drive
Helena, MT 59604

PHONE: 406.449.8627
FAX: 406.449.8631
www.greatwesteng.com

LETTER OF TRANSMITTAL

To: Dionne Shaw

Date: February 23, 2011

Of: DEQ

Project: Mr. M Landfill

Address: PO Box 200901

Project No.: 1-10204

Helena MT 59620-0901

Subject: DEQ Original Contract

Phone:

Fax:

We transmit: ☐ As requested ☒ Attached ☐ Under separate cover

Via: ☒ Mail ☐ e-Mail ☐ Courier ☐ Overnight delivery ☐ Fax

# of Copies	Description
1	DEQ Original Contract

Our action: ☐ Reviewed ☐ Not approved ☒ Approved ☐ See remarks

Action requested: ☐ Review and comment ☒ Approve / Accept
☐ Make corrections noted ☐ Revise and resubmit
☐ For your information and use

Remarks:

Please find enclosed the DEQ Original Contract for your records. Please contact me if you have any questions.

From: Denice Street e-mail address: dstreet@greatwesteng.com

Phone: 406-495-6150 cc: Project file

If enclosures are not as noted, please notify the sender immediately.

HELENA

PO Box 4817 ▪ 2501 Belt View Drive
Helena, MT 59604
406.449.8627 ▪ Fax 406.449.8631



RT
RECEIVED

October 4, 2010

OCT 5 2010

Mr. Rick Thompson
Solid Waste Program
Montana DEQ
P.O. Box 200901
Helena, MT 59620-0901

Dept. of
Waste & Underground
Tank Management Bureau

**Re: Investigation, Analysis & Recommendations for Pond Leakage & Water Damage
Mr. M Landfill, Lewistown, Montana**

Dear Rick:

Per our contract, we have prepared this report addressing the above referenced issue.

I. Background

The Mr. M Landfill was a privately owned solid waste landfill operated near Lewistown Montana until the mid-1990's. Currently the State of Montana is the trustee responsible for the post-closure care of the facility. Surface water from the facility is directed to one of two stormwater ponds located on-site. The lined pond is located in the vicinity of a private homeowner who claims that water impounded within the lined pond is causing water damage within their home. The primary focus of this investigation is to determine if the pond is causing water damage in the home and if it is to evaluate alternatives for correcting the problem.

II. Investigations & References

The following tasks were performed as part of this investigation:

1. Conducted site investigation on 8/12/10. This included a field inspection and photography of the landfill and the private residence.
2. Interviewed Ms. Merry Jo Richards on 8/12/10 and obtained a CD from her with photographic evidence from the most recent flooding issue in June 2010.
3. Interviewed Montana DEQ staff including; Rick Thompson, Mary Louise Hendrickson, Martin Van Oort, Joe Blaine, and Tim Stepp.
4. Reviewed DEQ files on the Mr. M Landfill and specifically referenced the following reports and correspondence.
 - a. Overall Site Map of landfill and Landfill Closure Report, Portage Environmental, Inc., December 1999.
 - b. Landfill Master Plans, R.W. Gillespie & Associates, dated 2/25/97.
 - c. Stormwater Management Report, R.W. Gillespie & Associates, February 1997.
 - d. Letter - Liner Revisions for Stormwater Ponds, R.W. Gillespie & Associates Engineering, October 2, 1996.

BILLINGS

115 N Broadway
Suite 500
Billings, MT 59101
406.652.5000
Fax 406.248.1363

BOZEMAN

602 Ferguson
Suite 1
Bozeman, MT 59718
406.587.0504
Fax 406.587.0541



- e. Run-On and Run-Off Control Plan for Mister M Landfill, Morrison Mairele, Inc., January 1995.
- f. Revised Geohydrologic Characterization, Abenaki Geoenvironmental, Inc., April 1994.

These references are noted in the report as bulleted in this section.

III. Stormwater Pond Design, Construction History and Current Condition

The Mr. M Landfill reportedly began receiving waste in 1958 (reference 4f). In the mid-1990's there were efforts by the landfill owner and their consultants to master plan and permit the landfill for compliance with the Subtitle D (40 CFR 257 and 258) solid waste rules. Montana's solid waste rules which took primacy of the Subtitle D rules require detention of the 25 year, 24 hour stormwater run-off event and control of stormwater run-on. The 1995 Morrison Mairele (M&M) report (reference 4e) developed a plan for compliance with these regulations based on designing the ponds for a 100 year, 24 hour design storm. The intent was to retain all the stormwater without a discharge so that the landfill would be exempt from obtaining an Industrial Stormwater Discharge Permit from the Montana DEQ. In order to maintain extended capacity within the ponds, detained water would be used on-site for dust control, spray irrigation, and for the composting operation.

The M&M report provided detailed analysis of both total volume and peak flow for the landfill drainages. The report divided the landfill into five separate drainage basins for the purposes of the analysis. According to the report, stormwater was to be detained from Basins 1-3 which contribute stormwater from the waste areas. Stormwater from basins 4 and 5 was to be routed around the stormwater ponds because there was no requirement to detain stormwater from these areas. The M&M report also provided a preliminary design for two stormwater ponds called Pond 1 and Pond 2. Both ponds were to be constructed with PVC liners and be connected hydraulically with a 36" CMP culvert. Once pond depth in Pond #1 reached capacity, stormwater would overflow into Pond 2. Figure 1 shows the location of the drainage basins, stormwater retention ponds and the Richards household.

Ponds 1 and 2 were constructed in the fall of 1996 (reference 4d) with several significant modifications to the M&M plan. First, the ponds were constructed at much lower design elevations than originally planned. The M&M preliminary design called for pond bottom elevations of 4192 ft and 4191 ft, respectively. The actual ponds were constructed with a pond bottom closer to 4184 ft. Second, the ponds were not constructed with PVC liners as originally designed. Gillespie petitioned the Montana DEQ (reference 4d) to allow a two foot thick clay liner constructed of native clay materials rather than the PVC liner. In fact, there is evidence that the clay liner was only installed in Pond 2 and not Pond 1. Also, provisions for routing stormwater from basin 5 around the ponds were not installed per the stormwater master plan. The general shape and capacity of the two ponds was relatively close to the original design and included the 36 inch CMP culvert hydraulically connecting the two ponds.



Pond 2 is of special interest in the investigation because of its setting immediately hydraulically upgradient of the Richards household. Several conclusions regarding this pond have been drawn from the field investigation. Photographs 1-4 are pictures of Pond 2 taken during the site visit on August 12, 2010. The water level within the pond on that day was approximately 12 inches deep on the east side. The pond appeared to be 6-12 inches deeper on the west side. Further inspection of the pond indicated that the clay liner has sustained some damage. Photographs 2-5 show a significant stand of willow trees on the southern interior embankment of the pond. The rooting system from this vegetation has likely impacted the integrity of the lining system. Of more concern is damage sustained due to desiccation and freeze-thaw of the liner. Photographs 6-9 show significant shrinkage cracking of clay material on the interior embankment of Pond #2. These pictures are all taken of embankment slope which was submerged during the pictures taken by the landowner on June 18-19, 2010 (Please see photographs 10-12). This shrinkage cracking is typical of clay liners which are exposed to wetting/drying cycles. It is likely that significant leakage occurs whenever the pond refills during a stormwater event. Finally, the plans call for a six-inch protective soil cover for the lining system. It is obvious that in some places this cover has been washed away and exposed the liner. Even where the six-inch cover remains in-place, this is not adequate depth to prevent freeze-thaw damage to the clay liner. Repeat freeze-thaw cycles like those experienced in Montana have been proven to cause significant damage to clay liner systems without adequate soil cover.

It is commonly understood in the lining industry that all lining systems have some level of leakage. Clay liners in particular have a design leakage rate related to the water level in the pond and the as-constructed permeability of the clay liner. This is common design practice and considered an acceptable approach by the regulatory agencies. Unfortunately many clay liners in Montana constructed for wastewater lagoon systems have failed with leakage rates far in excess of the design leakage standard. These systems are particularly susceptible to a progressive increase in leakage if the pond level fluctuates allowing dessication/hydration cycles and exposure to freeze-thaw. In the case of Pond 2, it is our opinion that there is significant leakage from the pond whenever run-off events fill the pond.

IV. Hydrogeologic & Soils Considerations

The hydrogeologic and soils conditions are discussed in detail within the Abenaki report (reference 4f). Surface soils are generally classified as moderately plastic silty clays derived from weathered shales with relatively low permeability. Borehole permeability tests were conducted in the top 20 feet of boreholes MW-1, MW-2 and MW-8 which are all in the vicinity of Pond #2 and the Richards household. The tests revealed permeability in the range of 1.2×10^{-6} cm/sec to 7.4×10^{-6} cm/s (reference 4f) which is relatively low natural in-place permeability. It should be noted that none of these boreholes and corresponding soils tests were located on the old railroad embankment. Therefore, these borehole tests do not represent the physical and hydraulic characteristics of the soil located between Pond 2 and the Richards household. Borehole logs included in the Abenaki report show that in the vicinity of Pond #2 there is at least 25 feet of the plastic silty clay present in this area. Underlying the mantle of soil is low permeability shale. Drilling conducted on the site in



conjunction with the investigation did not encounter any shallow water bearing zones. The Abenaki report concludes, "Groundwater is not present in shallow rock at the site. Water well logs for the area show that the first ground water is encountered in a sandstone unit at depths of 200 to 350 feet below ground surface." It should be noted that the Office Well does encounter water within a sandstone unit at 120 feet.

Based on the site investigations and testing conducted in conjunction with the Abenaki report, it is our opinion that natural groundwater or springs unlikely exist within the top 120 feet of the ground surface in the vicinity of Pond 2 and are not the cause of water damage in the Richards household.

V. Conclusions Regarding Water Damage in Richards Household

Given the previous discussions on the pond lining system, it our opinion that there is likely significant leakage from the pond particularly when the pond fills. On June 18, 2010 the pond filled nearly to capacity (Photographs 10-12). The landowner took a water level measurement off the top of the 36-inch CMP (Photographs 13-14). Based on these measurements, we estimate the pond level was at an elevation of 4189.5 feet at this time (5.5 feet deep). Photographs 15-25 show the ground around house is completely saturated during these events. In fact, several pictures show water surfacing from the ground. It is obvious that this water is not surface water. Photographs 24 and 25 in particular show the ground is still completely saturated on June 22, 2010 which was two days after the last significant rainfall event in Lewistown.

Photograph 26 shows the carpet and wallboard of the north end of the basement on June 20, 2010. The picture shows the moisture is coming through the wall board and the carpet is saturated. There is also indication of mold. The homeowner has since removed the carpet. According to testimony by Ms. Richards water completely flooded the lower level of her home during this latest event. Ms. Richards also stated that she rented several pumps to dewater the pond over the period of June 19-June 23. Photographs 31 and 32 show the pond level after pumping was completed on June 23. Ms. Richards stated that after the pumping was completed the water ran into the basement for an additional five days before it ceased. The approximate pond level after pumping was 4186.7 feet.

Figure 2 is a cross-section through Pond 2, the railroad embankment, and the Richards home. The cross section is to scale with a 5x vertical exaggeration. The first thing to note is that the pond bottom is six feet higher than the elevation of the finished floor of the home. Given that there is leakage from the pond, the primary question is whether the phreatic surface created by the leakage from intercepts the home's finished floor elevation. Ideally, the phreatic surface would be determined with a monitoring well which could be sampled during the flood event. Lacking that information the known physical and engineering properties of the soil can be used to predict the flowpath. Unfortunately this evaluation is complicated by the presence of the railroad embankment. We are unaware of any soil testing conducted on the railroad embankment so any computational analysis of the phreatic surface would be speculative. It appears the railroad embankment was constructed with native materials



possibly located along the length of the railroad. However, native materials reworked into an embankment can perform significantly different hydraulically than the same materials in their native setting. This is important because once water leaks through the lining system the remainder of the flow path between the pond and house is primarily within the embankment.

Photographs 27-30 document the location of the Richards house in relationship to the railroad embankment. The house was constructed into the toe of the railroad embankment. In fact, photograph 30 shows that the railroad embankment was actually excavated back to a steeper slope immediately behind the house. This is also fairly obvious within the cross section in Figure 2.

While there is specific technical information lacking to calculate the phreatic surface depending on pond level, there is overwhelming physical evidence which in our opinion proves water leaking from Pond 2 is causing the periodic water damage episodes in the Richards household. Ms. Richards has stated that at lower pond levels that no water enters her basement. Only when the pond approaches full capacity does water enter the home. She also has testified that once the pond level is pumped down to a certain level the water stops entering the house. This is consistent with both the photographic evidence and the cross sectional model of flow through the embankment. Photographs 15-25 show water surfacing in the Richards yard coincidental with the flooding issues in the home. In particular, photographs 24 and 25 show water standing and saturated soils on 6/22/10 which was two days after the last rain event. Photograph 23 shows water running on the ground on 6/18/10 on a day which only a trace of precipitation was measured in Lewistown. Although 0.77 inches of rain fell on 6/17/10, it is important to understand that is a very limited surface water catchment area (fraction of an acre) upgradient of the Richards home (see attached precipitation record). Any surface water run-off in the vicinity of the house due to the actual storm event would run-off in much less than an hour. Yet there are multiple photographs of water running or standing a day or more after the actual precipitation event. Photographs 15 and 20 actually show groundwater emerging through the ground surface which is excellent documentation that the groundwater is surfacing in this area when the pond fills. Based on our investigations and analysis, it is our opinion that water leaking from Pond 2 is the source of water damage in the Richards home.

VI. Alternatives Evaluation & Recommendations

In order to prevent the basement flooding issue, there are two general approaches which can be taken. The first approach is to remove the source of the leakage (i.e. - stop the leakage through the pond or remove the pond). The second approach would be to intercept the ground water before it enters the Richard's basement. We have developed four alternatives for evaluation in this report. Alternative 1 includes breaching the Pond 2 dam and rerouting run-off water through the pond. Alternative 2 is very similar to Alternative 1 but a culvert would be used rather than a open ditch. Alternative 3 includes installation of a geomembrane liner in Pond 2. Alternative 4 includes installation of a french drain around the Richards' household and waterproofing of their exterior foundation.



A. Alternative 1- Breaching Pond #2, Constructing Spillway for Pond #2 and Rerouting Drainage Eastward to Boyd Creek

Alternative 1 is shown on Figure 3. A ditch would be excavated from near the bottom of Pond 2 and graded to drain. We recommend that approximately one foot of water storage be left in the pond bottom as a BMP for sediment retention on-site. A spillway will need to be constructed to retain the small volume of storage in Pond 2. We also recommend that a spillway be constructed for Pond 1 and the 36-inch CMP interpond pipe be plugged and abandoned in-place. Since Pond 1 is much smaller and still gets significant sediment load from the borrow areas on site, we recommend the current volume be retained. An engineered spillway will insure that the embankment remains intact. The majority of the site's existing stormwater detention volume will be lost with the breaching of Pond 2. This will result in more run-off from the site during larger run-off events. The current run-off drainage from the site runs south to the State Highway. From there it runs west through driveway approach culverts, until a culvert which crosses the State highway and discharges to Boyd Creek. The existing driveway culverts and the highway culvert are not adequately sized to handle the additional run-off from the landfill. Therefore, we propose a two new 36-inch culverts crossing at Boyd Creek Road. This will also require rerouting a portion of the drainage ditch as shown on Figure 3. Once the water has crossed the Boyd Creek Road it will drain eastward to Boyd Creek in the highway ditch. Table 1 includes a capital cost estimate for this alternative.

**Table 1
Alternative 1 Capital Cost Estimate**

Activity	Quantity	Unit	Cost/Unit	Cost
Mobilization/Bonding/Insurance	1	LS	\$3,000	\$3,000
Ditch Excavation & Drainage Work	2,200	CY	\$5	\$11,000
Spillway for both Ponds	2	EA	\$2,500	\$5,000
2 – 36" Culverts Boyd Creek Road	100	LF	\$110	\$11,000
Road Surfacing Rehabilitation	10	CY	\$50	\$500
Seeding and Fertilizing	1	LS	\$1,000	\$1,000
Ditch Stabilization Measures	1	LS	\$2,000	\$2,000
Subtotal				\$33,500
Engineering, Bidding/Inspection				\$15,000
Contingency (10%)				3,500
Total				\$52,000



B. Alternative 2- Constructing Discharge Culvert for Pond #2, Constructing Spillway for Pond #2 and Rerouting Drainage Eastward to Boyd Creek

Alternative 2 is identical to Alternative 1, except a culvert would be installed to keep Pond 2 drained to a maximum permanent level of one foot. Figure 4 details Alternative 2. Table 2 includes the capital cost estimate for this alternative.

Table2
Alternative 2 Capital Cost Estimate

Activity	Quantity	Unit	Cost/Unit	Cost
Mobilization/Bonding/Insurance	1	LS	\$5,000	\$5,000
Pond 2 – 36-inch Culvert Installation	250	LF	\$110	\$27,500
72" Manhole	1	EA	\$8,000	\$8,000
Spillway for Pond 1	1	EA	\$2,500	\$2,500
2-42-inch Culverts Boyd Creek Road	100	LF	\$125	\$12,500
Road Surfacing Rehabilitation	10	CY	\$50	\$500
Seeding and Fertilizing		LS	\$500	\$500
Ditch Stabilization Measures	1	LS	\$1,000	\$1,000
Subtotal				\$57,500
Engineering, Bidding, & Inspection				\$15,000
Contingency (10%)				\$6,000
Total				\$78,500

C. Alternative 3 – Install Geomembrane Liner and Soil Cover

Under this alternative, a geomembrane liner and soil cover would be installed. This would pumping the pond down, removing vegetation, preparing a subgrade for installation of the liner and installation of a clean soil cover. Under this alternative the 36 inch culvert would remain. Some improvements would be needed with the existing culvert spillway in Pond 1. This alternative would also include the construction of a spillway for Pond 2 since none exists now. The spillway would be set at an elevation 4190.5 ft. Figure 5 details Alternative 3. Table 3 includes the capital cost estimate for this alternative.



Table3
Alternative 3 Capital Cost Estimate

Activity	Quantity	Unit	Cost/Unit	Cost
Mobilization/Bonding/Insurance	1	LS	\$6,500	\$6,500
Dewatering Pond 2	1	LS	\$3,000	\$3,000
Pond 2 Spillway	1	EA	\$10,000	\$10,000
Liner Subgrade Preparation	1	LS	\$15,000	\$15,000
30 mil PVC Liner	50,000	SF	\$0.50	\$25,000
Liner Cover Installation	2,000	CY	\$6.00	\$12,000
Subtotal				\$71,500
Engineering Design, Bidding & Inspection				\$20,000
Contingency (10%)				\$7,000
Total				\$98,500

D. Alternative 4 – Construct Daylight French Drain

This alternative includes construction of a french drain along the uphill side of the Richards house. The french drain would be excavated adjacent to the foundation below the elevation of the existing spread footing. The foundation will be waterproofed with a membrane and a filter fabric will be installed on the uphill side of the trench. Perforated piping would be installed and graded to daylight by gravity. The trench would be backfilled with drain rock. Figure 6 details the location of the proposed improvements. There are some potentially significant geotechnical stability issues with the excavation of the french drain into the toe of the existing railroad embankment. This stability concerns are worsened by the fact that the soil is likely saturated in this area. Therefore, we recommend this alternative also include partial removal of the railroad embankment in the vicinity of house. We recommend that at least a ten foot wide bench be constructed behind the home and a 3:1 backslope be excavated. An erosion mat would need to be installed to promote rapid revegetation and minimize potential erosion and sedimentation issues behind the household. Figure 7 details a cross section of the alternative. Table 4 includes the capital cost estimate for this alternative.



Table4
Alternative 4 Capital Cost Estimate

Activity	Quantity	Unit	Cost/Unit	Cost
Mobilization/Bonding/Insurance	1	LS	\$3,000	\$3,000
Excavation and Removal of Backslope	2,000	CY	\$8	\$16,000
Excavation for French Drain	150	CY	\$10	\$1,500
Damp-proofing foundation	1	LS	\$2,000	\$2,000
Filter Fabric	1	LS	\$1,000	\$1,000
Drain Rock	150	CY	\$40	\$6,000
Perforated Piping	300	LF	\$10	\$3,000
Erosion Mat/ Seeding/Fertilizing	1,000	SY	\$4	\$4,000
Subtotal				\$36,500
Engineering/QA/Inspection				\$10,000
Contingency (10%)				\$3,500
Total				\$50,000

E. Recommendation of Preferred Alternative

In comparing alternatives, we can quickly eliminate Alternative 2, because it accomplishes essentially the same goals as Alternative 1 but at much higher capital cost. Another significant drawback to Alternative 2 is the required alignment change. This not only adds the cost of a manhole but this could be a maintenance issue due to plugging at the alignment change. Alternative 3 can also be screened out because of its high cost. Alternative 4 is cost competitive but the required construction would be very invasive to the private homeowner. It is also possible that over a very long period (likely more than 20 years) that the french drain could begin plugging and need replacement. In our opinion, Alternative 1 is the best long term solution to address this issue. Alternative 1 completely removes the source of the water leakage and maintenance will be limited to periodic removal of accumulated sediment within the two ponds. Ditches will also require periodic re-grading.



Thank you for utilizing Great West for these engineering services. If you have any questions or concerns, please contact me at my office.

Sincerely Yours,

Great West Engineering, Inc.

A handwritten signature in black ink, appearing to read "Robert Church", is written over the printed name.

Robert Church, PE
Principal

Attachments: Figures 1-7
June 2010 Precipitation Record
Photographs

<http://www1.ncdc.noaa.gov/pub/orders/9514154485065dat.html>

Photo 1



Pond #2 August 12, 2010 looking northwest

Photo 2



West end of Pond #2 August 12, 2010 looking south

Photo 3



East end of Pond #2 August 12, 2010 looking south

Photo 4



Pond #2 looking southeast

Photo 5



Pond #2 August 12, 2010 from top of railroad embankment looking northeast

Photo 6



Pond #2 clay liner desiccation cracking north embankment

Photo 7



Pond #2 clay liner desiccation cracking north embankment

Photo 8



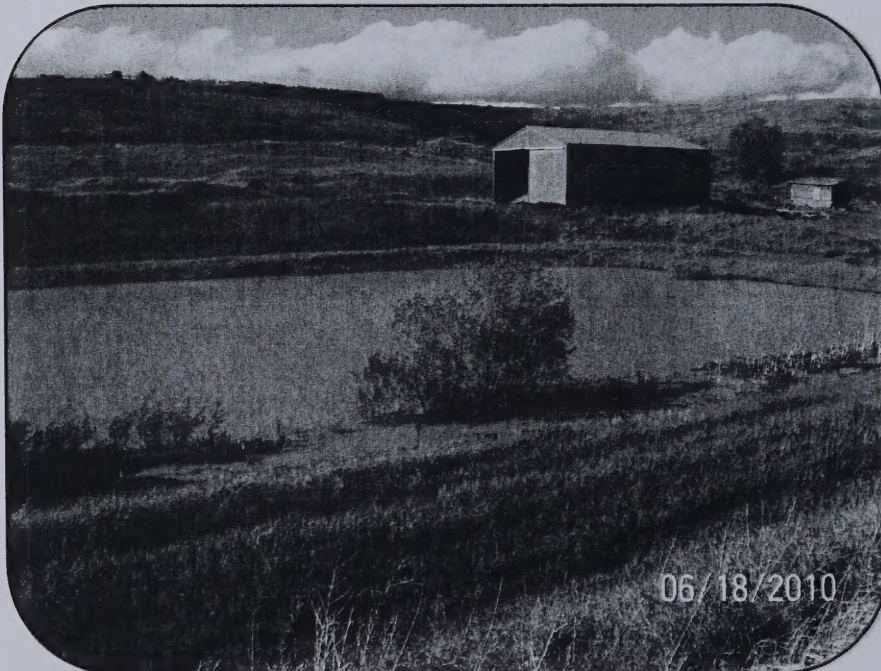
Pond #2 clay liner desiccation cracking north embankment

Photo 9



Pond #2 clay liner desecration cracking north embankment

Photo 10



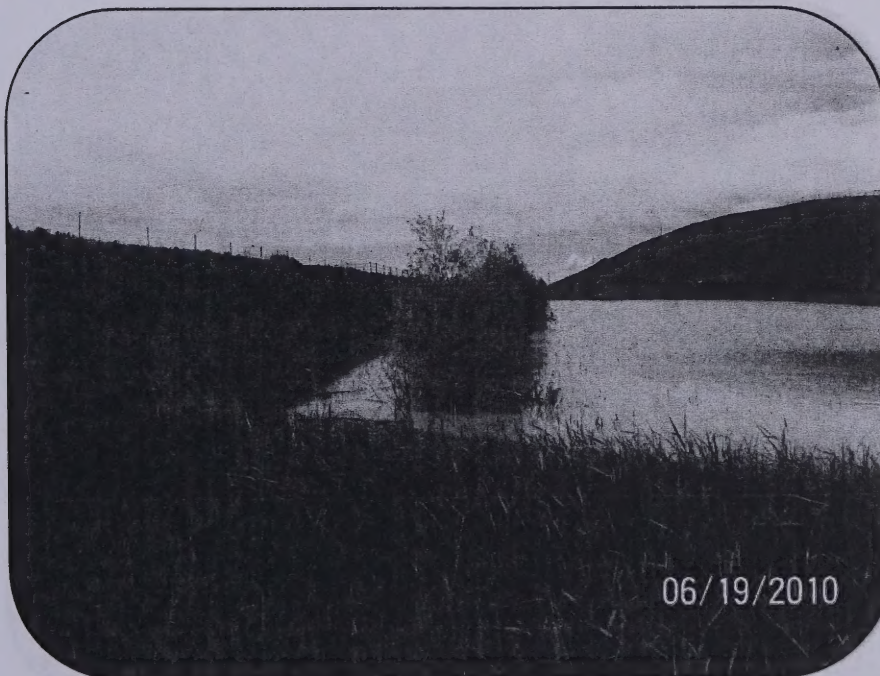
Pond #2 looking northeast

Photo 11



Pond #2 looking northwest

Photo 12



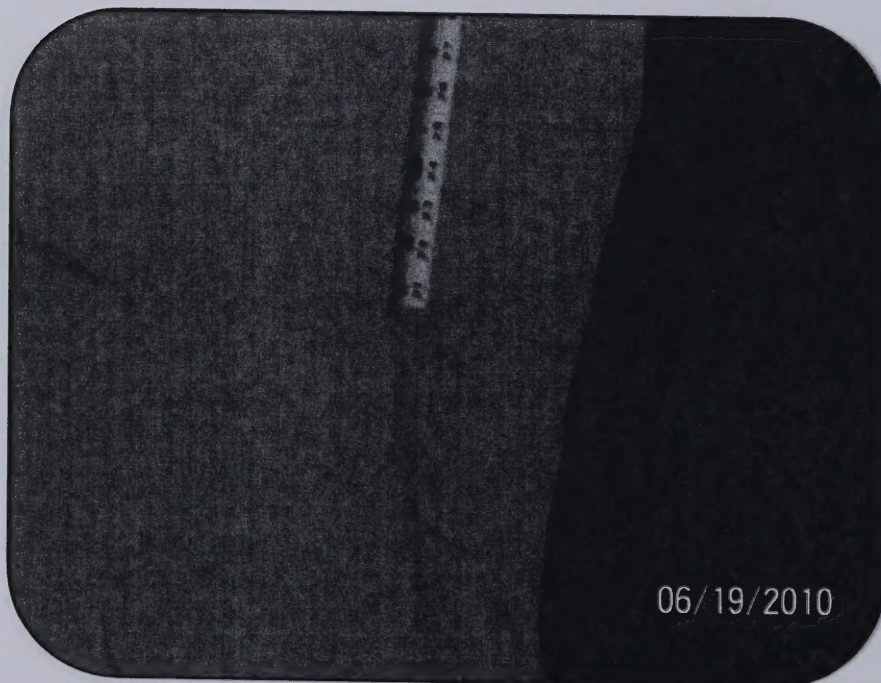
Pond #2 looking west

Photo 13



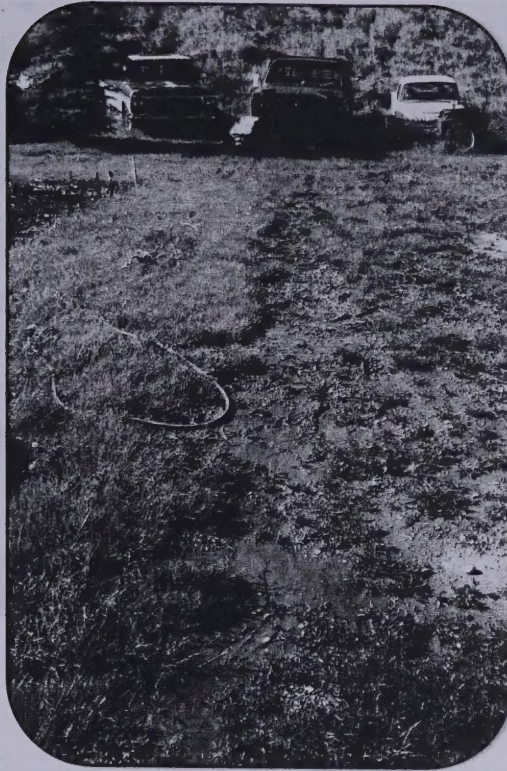
Water level measurement Pond #2 June 19, 2010

Photo 14



Water level measurement Pond #2 June 19, 2010

Photo 15



Groundwater surfacing in Richards' yard

Photos 16



Saturated soils in Richards' yard

Photo 17



Saturated soils Richards' yard

Photo 18



Saturated soils in Richards' yard

Photo 19



Saturated soils in Richards' yard

Photo 20



Groundwater surfacing in Richards' yard

Photo 21



Groundwater surfacing in Richards' yard

Photo 22



Saturated soils in Richards' yard

Photo 23



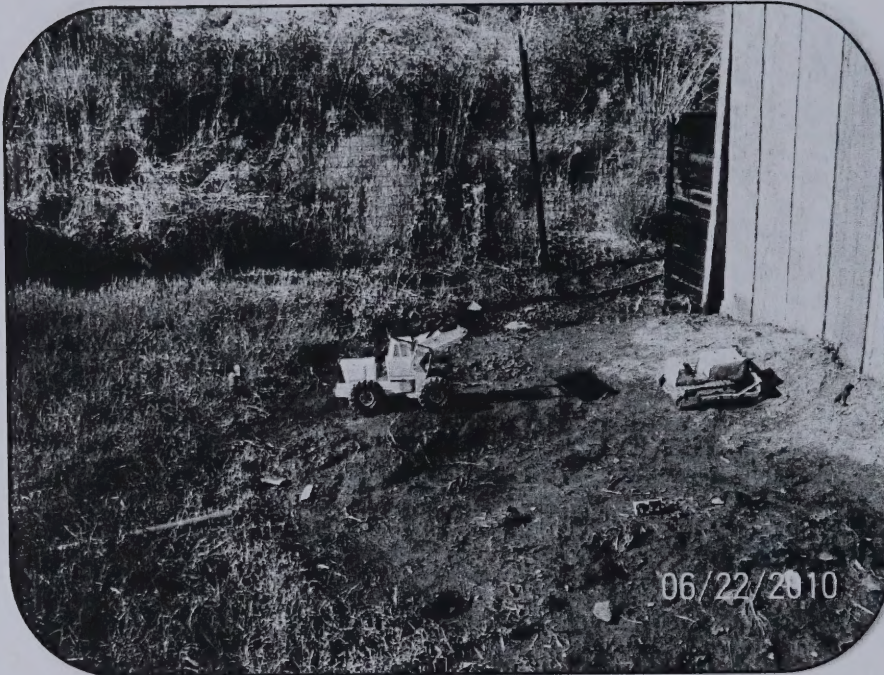
Groundwater surfacing in Richards' yard

Photo 24



Saturated soils in Richards' yard

Photo 25



Saturated soils in Richards' yard

Photo 26



Water damage north end of Richards' basement

Photo 27



Richards' house from top of railroad embankment looking southeast

Photo 28



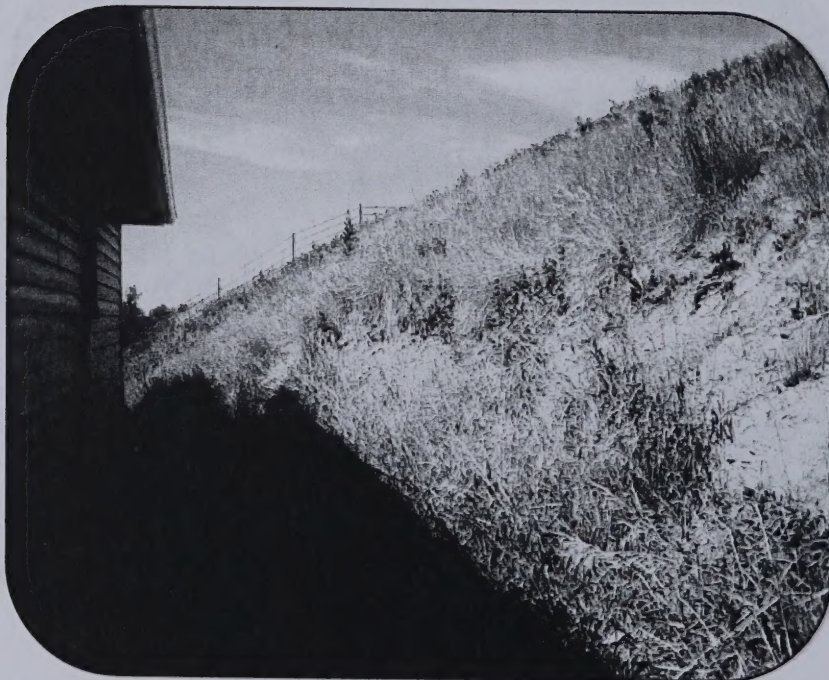
Richards' house from railroad embankment looking west

Photo 29



North side Richards' home looking east

Photo 30



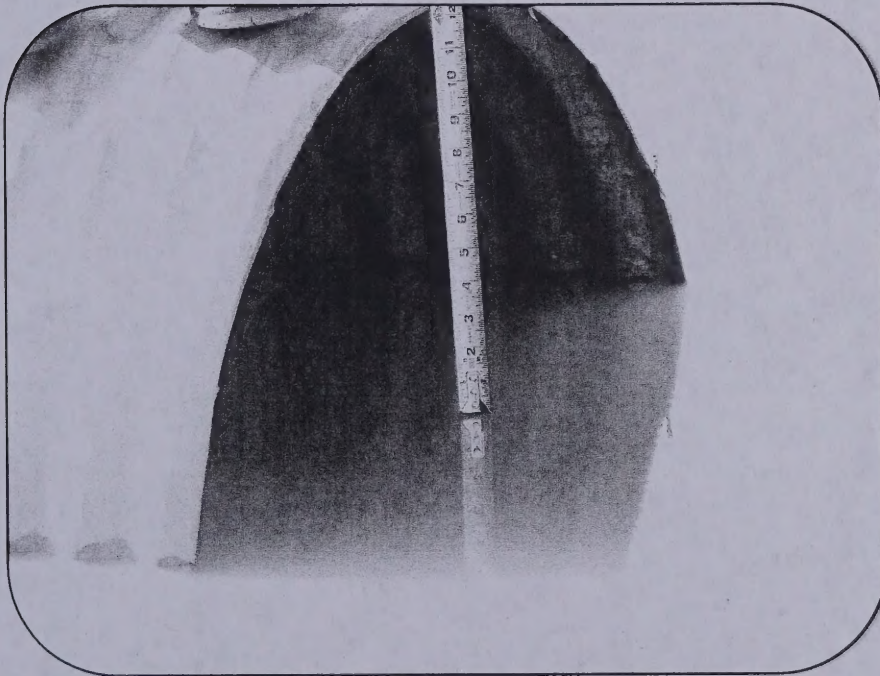
North side of Richards' home looking west

Photo 31



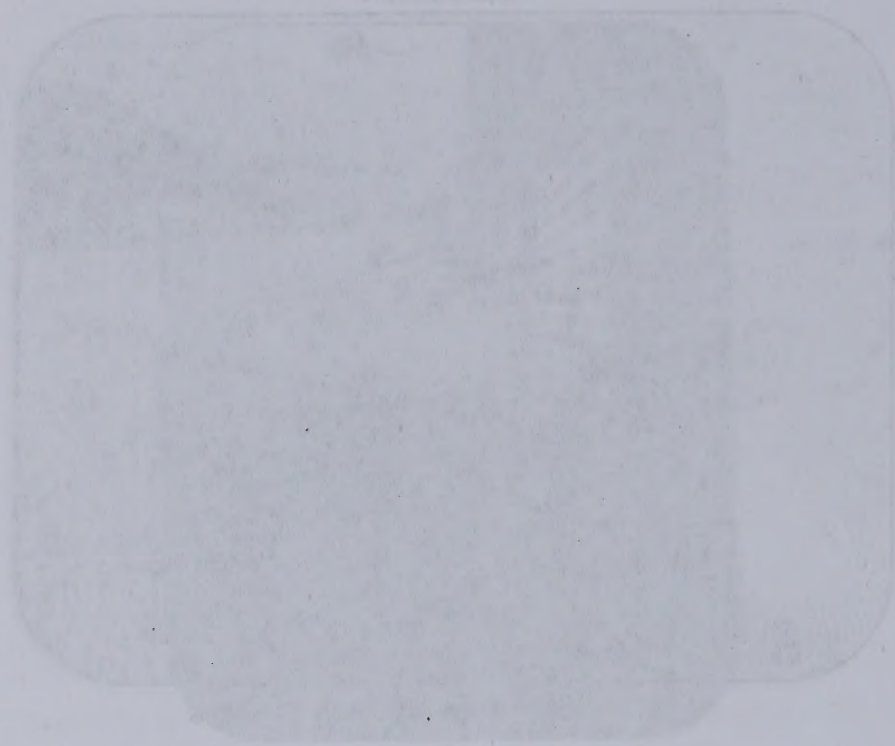
Measurement of pond level after pumping

Photo 32



Measurement of pond level after pumping

Photo 34



North side of Richard's house looking west

Photo 35



North side of Richard's house looking west

COPY



**Montana Department of
ENVIRONMENTAL QUALITY**

MAILED
1-18-08 *sh*

Brian Schweitzer, Governor

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov
January 21, 2008

CERTIFIED MAIL
7005 0390 0002 7647 9108

Marvin Mintyala
201 E. Lyndale, PMB - 119
Helena, MT 59601

**RE: VIOLATION LETTER—INADEQUATE POST CLOSURE CARE
Mister "M" Class II Landfill (Lic. #302)**

Dear Mr. Mintyala:

On October 18, 2007, I inspected your facility for compliance with the Montana laws and rules for solid waste disposal. According to ARM § 17.50.526(1), the operator must be notified whenever violations are observed. The Inspection Report is enclosed.

The report is divided into categories, such as General Operation and Maintenance Plan. Each category is subdivided into Major Violations, Minor Violations, and Description of Violation. In each case, the sections of statutes and rules are cited with an explanation of the specific problem.

Major Violation(s):

1. No evidence of adequate post-closure care and monitoring.

Major violations require immediate correction or the Department may take further action as needed. To achieve compliance, the facility must correct all the violations according to the specific actions and schedules provided in the Compliance Requirements section of the report.

All requested materials must be submitted within 60 days (no later than January 18, 2008).

If you have any questions or comments, please contact me at the Permitting and Compliance Division: Voice (406) 444-4725, email tstepp@mt.gov or FAX (406) 444-1374.

Sincerely,

Tim Stepp
Solid Waste Program
Waste & Underground Tank Management Bureau

Encl: Inspection Report
Cc: Ms. Josie Richards, 86099 Highway 87, Lewistown, MT 59457
Norm Mullen, DEQ Legal Unit; Mr. Dean Pomeroy, Fergus County Sanitarian
File: Lic. # 302 Fergus Co/Mister "M" Class II Landfill/Inspection.../Closure
Path: G:\WUT\SWS\closure\Fergus\MrM\MrMPC-EngInspection1007.doc

EXHIBIT

SOLID WASTE MANAGEMENT SITE/SYSTEM INSPECTION REPORT

(Revision 5/04/01)

Site Name: Mr. M Class II Landfill

License #: 302

Date of Inspection: 10/18/07

Persons Present: Tim Stepp (Program engineer), Marvin Mintyala could not be reached

Applicable Acronyms

ARM = Administrative Rules of Montana

CFR = Code of Federal Regulations

Department = Montana Department Environmental Quality

MCA = Montana Code Annotated

MSWLF = Municipal Solid Waste Landfill

MSWMA = Montana Solid Waste Management Act

NESHAP = National Emission Standards for Hazardous Air Pollutants

GENERAL INSPECTION REQUIREMENTS

§ 75-10-227, MCA (MSWMA) (1) When the department believes that a violation of part 1 or this part, a violation of a rule adopted under part 1 or this part, or a violation of a permit provision has occurred, it may serve written notice of the violation on the alleged violator or his agent. The notice must specify the provision of law, rule, or permit alleged to be violated and the facts alleged to constitute a violation and may include an order to take necessary corrective action within a reasonable period of time stated in the order (for the complete law, please refer to the Montana Solid Waste Management Act, Title 75, chapter 10, part 2, MCA).

ARM § 17.50.525 (1) The department has authority under § 75-10-205, MCA, to conduct inspections of solid waste management systems at reasonable hours upon presentation of appropriate credentials.

ARM § 17.50.526 (1) If after an inspection the department determines that violation of the act or this subchapter is occurring, it shall notify the licensee of the nature of the violation.

(2) Depending on the severity of the violation, the department may seek a compliance schedule from the applicant or initiate proceedings to revoke the license. The department may also, through the attorney general or appropriate county attorney, seek to enjoin the licensee, or collect a criminal penalty.

(3) The department may seek a civil penalty from persons who store, treat, transport or dispose of waste in violation of this subchapter or Title 75, chapter 10, part 2, MCA.

POST-CLOSURE CARE REQUIREMENTS FOR CLASS II LANDFILLS

ARM § 17.50.531 (1) Post closure care for Class II landfills:

(a) Following closure of each Class II landfill unit, the owner or operator must conduct post-closure care. Post-closure care must be conducted for 30 years, except as provided under (b) below, and consist of at least the following:

(i) maintaining the integrity and effectiveness of any final cover, including making repairs to the cover as necessary to correct the effects of settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover;

(ii) maintaining and operating the leachate collection system in accordance with the requirements in ARM 17.50.506. The department may allow the owner or operator to stop managing leachate if the owner or operator demonstrates that leachate no longer poses a threat to human health and the environment;

(iii) monitoring the ground water in accordance with the requirements of ARM Title 17, chapter 50, subchapter 7, and maintaining the ground water monitoring system, if applicable; and

(iv) maintaining and operating the gas monitoring system in accordance with the requirements of ARM 17.50.511.

Major Violation(s): Inadequate post-closure monitoring and care.

Description of Violation(s): You were notified on August 1, 2003, that the Department would periodically enter the facility under key held by the Solid Waste Program. The facility has been totally neglected since partial closure activities were completed on April 24, 2000. Consequently the Department has been forced to contract for monitoring and analytical services to assess the condition of ground water quality beneath the facility.

Upon responding to a complaint by the adjacent landowners below the ponds, the Department (Pat Crowley) visited the site on June 12, 2007, and determined that abnormally heavy late snows and spring runoff apparently combined to provide conditions for overflow of the on-site storm water detention ponds. The ponded and discharging waters were sampled on June 27 and 28, 2007, and Table I analyses confirmed the absence of dissolved contaminants.

Further investigation during my engineering inspection confirms that uphill erosion of clean soils east of the landfill footprint has significantly contributed to the excessive runoff from the site and loss of pond capacity. Furthermore, the overflow culvert (open elbow facing upward) has been floated causing the intake to remain elevated above water level in the upper pond so that it cannot drain to the lower pond. Much of the storm water overflow from the ponds apparently did not reach the coulee, but instead backed up west of the lower pond adjacent to the railroad grade right-of-way owned by Burlington Northern-Santa Fe. The overflow apparently infiltrated a permeable zone to seep through the embankment, resulting in discharge by seepage onto the neighbor's yard just below the railroad grade adjacent to the lower pond.

Investigation of the landfill final cover also indicates areas of inadequate final cover on portions of the slopes where waste is visible at the surface and closure has not been completed. These areas are the locus of several minor leachate seeps which are locally confined to the slopes and periodically active in the spring season.

Compliance Requirements: Until the erosion and final cover problems have been corrected, water levels in the storm water pond must be maintained as needed by irrigation of adjacent on-site grassland to provide adequate freeboard capacity for storage of all runoff. Soil and vegetation must be immediately restored where the soils are eroded east of the footprint toe and where needed elsewhere for final cover on the landfill slopes. Annual provisions for regular monitoring of final cap and vegetation integrity, storm water runoff control, ground water, and methane must also be provided in writing for approval. Such plans must be executed as necessary and sufficient reports must be submitted for approval following annual activities as required.

The storm water ponds must remain operational until the erosion and final cover problems are corrected. Any proposed modification or maintenance of the on-site systems must be submitted in writing to the Department for approval prior to implementation. Any approved on-site changes must be inspected by Department for approval upon completion.

